

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D. C. 20549
FORM 10-K

☒ **ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the fiscal year ended: December 31, 2025

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from to

Commission file number 1-9183

Harley-Davidson, Inc.

Wisconsin

(State of organization)

39-1382325

(I.R.S. Employer Identification No.)

3700 West Juneau Avenue

Milwaukee

Wisconsin

53208

(Address of principal executive offices)

(Zip code)

(Exact name of registrant as specified in its charter)

Registrant's telephone number, including area code: (414) 342-4680

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol	Name of each exchange on which registered
Common Stock, Par value, \$.01 per share	HOG	New York Stock Exchange

Securities registered pursuant to Section 12(g) of the Act: NONE

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☒ No ☐

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes ☐ No ☒

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act

Large accelerated filer	☒	Accelerated filer	☐	Emerging growth company	☐
Non-accelerated filer	☐	Smaller reporting company	☐		

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal controls over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report ☒

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements. ☐

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to §240.10D-1(b). ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes ☐ No ☒

Aggregate market value of the voting stock held by non-affiliates of the registrant at June 30, 2025: \$2,822,510,184

Number of shares of the registrant's common stock outstanding at January 30, 2026: 111,850,563 shares

Documents Incorporated by Reference

Part III of this report incorporates information by reference from registrant's Proxy Statement for the annual meeting of its shareholders to be held on May 21, 2026

Harley-Davidson, Inc.
Form 10-K
For The Year Ended December 31, 2025

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PART I

(1) Note regarding forward-looking statements

The Company intends that certain matters discussed in this report are “forward-looking statements” intended to qualify for the safe harbor from liability established by the Private Securities Litigation Reform Act of 1995. These forward-looking statements can generally be identified as such by reference to this footnote or because the context of the statement will include words such as the Company “believes,” “anticipates,” “expects,” “plans,” “projects,” “may,” “will,” “estimates,” “targets,” “intends,” “forecasts,” “seeks,” “sees,” “should,” “feels,” “commits,” “assumes,” “envisions,” or words of similar meaning. Similarly, statements that describe or refer to future expectations, future plans, strategies, objectives, outlooks, targets, guidance, commitments or goals are also forward-looking statements. Such forward-looking statements are subject to certain risks and uncertainties that could cause actual results to differ materially, unfavorably or favorably, from those anticipated as of the date of this report. Certain of such risks and uncertainties are described in close proximity to such statements or elsewhere in this report, including in *Item 1A. Risk Factors* and under the Cautionary Statements section in *Item 7. Management’s Discussion and Analysis of Financial Condition and Results of Operations*. Shareholders, potential investors and other readers are urged to consider these factors in evaluating the forward-looking statements and are cautioned not to place undue reliance on such forward-looking statements. The forward-looking statements included under the Overview and Guidance sections in *Item 7. Management’s Discussion and Analysis of Financial Condition and Results of Operations* are only made as of February 10, 2026, and the remaining forward-looking statements in this report are made as of the date of the filing of this report (February 26, 2026), and the Company disclaims any obligations to publicly update such forward-looking statements to reflect subsequent events or circumstances.

Item 1. Business

General

Harley-Davidson was founded in 1903. Harley-Davidson, Inc. was incorporated in 1981, at which time it purchased the Harley-Davidson® motorcycle business from AMF Incorporated in a management buyout. In 1986, Harley-Davidson, Inc. became publicly held. Unless the context otherwise requires, all references to the “Company” include Harley-Davidson, Inc. and all of its subsidiaries. The Company has three reportable segments: Harley-Davidson Motor Company (HDMC), LiveWire, and Harley-Davidson Financial Services (HDFS). The Company’s reportable segments, which are discussed in greater detail below, are strategic business units that offer different products and services and are managed separately based on the fundamental differences in their operations. Revenue by segment for the last three fiscal years was as follows (in thousands):

	2025	2024	2023
HDMC	\$ 3,578,308	\$ 4,121,906	\$ 4,844,594
LiveWire	25,671	26,358	38,298
HDFS	869,196	1,038,538	953,586
	<u>\$ 4,473,175</u>	<u>\$ 5,186,802</u>	<u>\$ 5,836,478</u>

Strategy⁽¹⁾

The Hardwire was the Company’s 2021-2025 strategic plan which targeted long-term profitable growth, including enhancing the Company’s position as the most desirable motorcycle brand in the world and driving value for its shareholders. The Hardwire strategic priorities included a focus on its most profitable motorcycle product segments, selective expansion into new and within existing product segments and markets, leading in the electric motorcycle market, growth beyond bikes into complementary businesses, enhancing the customer experience for riders and non-riders, and inclusive stakeholder management.

The Hardwire strategy concluded at the end of 2025. The Company plans to announce its new strategic plan in conjunction with its first quarter 2026 earnings release.

Harley-Davidson Motor Company (HDMC) Segment

HDMC designs, manufactures and sells Harley-Davidson motorcycles. HDMC also sells motorcycle parts, accessories, and apparel as well as licenses its trademarks. HDMC conducts business on a global basis, with sales in the United States (U.S.), Canada, Europe/Middle East/Africa (EMEA), Asia Pacific, and Latin America. HDMC's products are sold to retail customers primarily through a network of independent dealers. Dealers generally stock and sell Harley-Davidson motorcycles, parts and accessories, apparel, and licensed products and service motorcycles. Dealership points by geographic location as of December 31, 2025 were as follows:

	U.S.	Canada	EMEA	Asia Pacific	Latin America	Total
Dealership points	554	46	296	247	31	1,174

HDMC also distributes its motorcycles through independent distributors in select overseas markets, including India. The independent distributors sell HDMC's products through independent Harley-Davidson dealers in India and other markets, included in the table above, as well as through the distributors' existing dealer networks.

HDMC's parts and accessories and apparel are also retailed through HDMC's eCommerce websites in the U.S., in Canada and in certain European markets. Products sold through the U.S. eCommerce website are retailed to consumers through authorized U.S. dealers. Products sold through Canadian and European eCommerce websites are retailed by HDMC directly to the consumer. In addition, HDMC utilizes third-party eCommerce websites in other select international markets.

HDMC revenue by product line as a percent of total revenue for the last three fiscal years was as follows:

	2025	2024	2023
Motorcycles	74.3 %	76.1 %	78.4 %
Parts and accessories	17.2	15.8	14.4
Apparel	6.0	5.8	5.0
Licensing	0.6	0.6	0.6
Other products and services	1.9	1.7	1.6
	100.0 %	100.0 %	100.0 %

Motorcycles – HDMC offers internal combustion engine motorcycles under the Harley-Davidson brand. The majority of HDMC's internal combustion engines have displacements that are greater than 600 cubic centimeters (cc) up to approximately 2,000cc's. Additionally, HDMC offers smaller-displacement Lightweight motorcycles in certain markets. HDMC markets its motorcycles in six categories that reflect customer needs and preferences and the Company's unique combination of product heritage and innovation. HDMC's product categories include: Grand American Touring, Trike, Cruiser, Sport, Lightweight, and Adventure Touring. The motorcycle industry uses the following motorcycle product segments:

- Touring – emphasizes rider comfort and load capacity and incorporates features such as fairings and luggage compartments ideal for long rides, including the Company's Grand American Touring and Trike models
- Dual Sport – designed primarily for off-highway recreational use with the capability for use on public roads
- Adventure – designed primarily for on-highway use and capable of light-duty, off-highway riding, including the Company's Adventure Touring models
- Cruiser – emphasizes styling, customization and casual riding, including the Company's Cruiser and Sport models
- Standard – a basic motorcycle typically featuring upright seating for one or two passengers, including the Company's Lightweight models
- Sportbike – incorporates racing technology and performance and aerodynamic styling and riding position

Competition in the motorcycle industry is based upon a number of factors, including product capabilities and features, styling, price, quality, reliability, warranty, availability of financing, and quality of the dealer networks that sell the products. The Company believes its Harley-Davidson motorcycles continue to generally command a premium price at retail relative to competitors' motorcycles. Harley-Davidson motorcycles offer unique styling, customization, innovative design, distinctive sound, superior quality and reliability and include a warranty. HDMC also considers the availability of its line of motorcycle parts and accessories and apparel, the availability of financing through HDFS and its global network of dealers to be competitive advantages.

Industry data includes on-road motorcycles with internal combustion engines with displacements greater than 600cc's and electric motorcycles with kilowatt peak power equivalents greater than 600cc's. In 2025, approximately 79% of the total annual dealer retail sales of new Harley-Davidson motorcycles were sold in the U.S. and European 601+cc markets. Other

significant markets for HDMC, based on the HDMC's 2025 retail sales data, include Canada, Japan, Australia, New Zealand and China.

Industry registration data^{(a)(b)(c)} for 601+cc motorcycles was as follows:

	2025	2024	2023
Industry new motorcycle registrations:			
United States ^(d)	237,683	253,156	256,710
Europe ^(e)	431,390	516,260	473,486
Harley-Davidson new motorcycle registrations:			
United States ^(d)	81,981	94,383	97,169
Europe ^(e)	14,525	25,860	22,494
Harley-Davidson market share data:			
United States ^(d)	34.5 %	37.3 %	37.9 %
Europe ^(e)	3.4 %	5.0 %	4.8 %

- (a) Data includes on-road models with internal combustion engines with displacements greater than 600cc's and electric motorcycles with kilowatt (kW) peak power equivalents greater than 600cc's (601+cc). On-road 601+cc models include dual purpose models, three-wheeled motorcycles and autocycles.
- (b) New motorcycle registrations for the industry and Harley-Davidson are provided by or derived from third-party sources. New motorcycle registrations include consumer registrations (retail registrations) and to a lesser extent manufacturer, distributor and dealer registrations (non-retail registrations), for example, to register demonstration fleets. In the later part of 2024, manufacturers (including the Company), distributors and dealers registered some motorcycles in Europe through non-retail registrations to qualify the motorcycles under the new Euro 5+ emissions standard to allow for subsequent retail sale after December 31, 2024. This included approximately 3,700 non-retail registrations of new Harley-Davidson motorcycles in 2024, which in turn adversely impacted the number of new Harley-Davidson motorcycle registrations during 2025. While the Company believes industry registrations for Europe in 2024 were impacted in a similar manner, it does not have access to competitor information necessary to confirm this.
- (c) The registration data for Harley-Davidson motorcycles presented in this table will differ from the Harley-Davidson retail sales data presented in *Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations* (Item 7). The Company's source for retail sales data in Item 7 is sales and warranty registrations provided by dealers as compiled by the Company. Differences may arise related to the exclusion of non-retail registrations from the Item 7 retail sales data, the inclusion of additional markets in the Item 7 retail sales data and the timing of data submissions to the independent sources.
- (d) U.S. industry data is derived from information provided by the Motorcycle Industry Council. This third-party data is subject to revision and update.
- (e) Europe data includes Austria, Belgium, Denmark, Finland, France, Germany, Italy, Luxembourg, Netherlands, Norway, Spain, Sweden, Switzerland, and the United Kingdom. Industry data is derived from information provided by Management Services Helwig Schmitt GmbH. This third-party data is subject to revision and update.

Parts and Accessories – Parts and accessories products are comprised of Genuine Motor Parts and Genuine Motor Accessories. Genuine Motor Parts include replacement parts and Genuine Motor Accessories includes mechanical and cosmetic accessories.

Apparel and Licensing – Apparel includes clothing and riding gear including Genuine MotorClothes®. In addition, the Company creates reach and awareness of the Harley-Davidson brand among its customers and the non-riding public by licensing the name “Harley-Davidson” and other trademarks owned by the Company for use on a range of products.

Patents and Trademarks – HDMC strategically manages its portfolio of patents, trade secrets, copyrights, trademarks and other intellectual property.

The Company owns, and continues to obtain, patent rights that relate to HDMC motorcycles and related products and processes for their production. Certain technology-related intellectual property is also protected, where appropriate, by license agreements, confidentiality agreements or other agreements with suppliers, employees and other third parties. HDMC diligently protects its intellectual property, including patents and trade secrets, and its rights to innovative and proprietary technologies and designs. This protection, including enforcement, is important as HDMC moves forward with investments in new products, designs and technologies. While the Company believes patents are important to HDMC's business operations and in the aggregate constitute a valuable asset, the success of the business is not dependent on any one patent or group of patents. HDMC's active patent portfolio has an average remaining age of approximately thirteen years. A patent review committee manages the patent strategy and portfolio of HDMC.

Trademarks are important to HDMC's businesses and licensing activities. HDMC has a vigorous worldwide program of trademark registration and enforcement to maintain and strengthen the value of the trademarks and prevent the unauthorized use of those trademarks. The HARLEY-DAVIDSON trademark and the Bar and Shield trademark are each highly recognizable to the public and are very valuable assets. Additionally, HDMC uses numerous other trademarks, trade names and logos which are registered worldwide. The following are among HDMC's trademarks: HARLEY-DAVIDSON, H-D, HARLEY, the Bar & Shield Logo, MOTORCLOTHES, the MotorClothes Logo, the #1 Logo, the Willie G Skull Logo, HARLEY OWNERS GROUP, H.O.G., the H.O.G. Logo, SCREAMIN' EAGLE, SOFTAIL and SPORTSTER. The HARLEY-DAVIDSON trademark has been used since 1903 and the Bar and Shield trademark since at least 1910. Substantially all of HDMC's trademarks are owned by Harley-Davidson Motor Company, Inc., which manages HDMC's global trademark strategy and portfolio.

Marketing – The Harley-Davidson brand, products and consumer experiences are marketed to riders and enthusiasts worldwide. Creating awareness, interest and advocacy of the Harley-Davidson brand, motorcycles, parts and accessories, apparel, financial offerings and experiences occurs primarily through consumer events, digital marketing and social media as well as more traditional promotional and advertising activities. Additionally, Harley-Davidson dealers within HDMC's global network engage in a wide range of local marketing and events.

Experiences that build community and connect people with the Harley-Davidson brand and with one another are at the center of much of HDMC's marketing efforts. To develop, engage and retain committed riders, HDMC participates in and sponsors motorcycle rallies, tours, racing activities, music festivals and other special events. HDMC also sponsors the Harley Owners Group (H.O.G.®), H-D Membership and Harley-Davidson Riding Academy which together focus on connecting Harley-Davidson riders, inspiring interest in riding, fostering motorcycle culture, training new riders and building a passionate community of Harley-Davidson riders and enthusiasts around the world.

Seasonality – The seasonality of HDMC's wholesale motorcycle shipments generally correlates with the timing of retail sales made by dealers. Retail sales generally track closely with regional riding seasons.

Motorcycle Manufacturing – The majority of HDMC's manufacturing processes are performed in HDMC's U.S. manufacturing facilities which supply the U.S. market as well as certain international markets. Additionally, HDMC operates facilities in Thailand and Brazil. HDMC's Thailand facility manufactures motorcycles for certain Asian and European markets as well as limited non-core (Sport and Adventure Touring) motorcycle models for the North American market. In Brazil, HDMC operates a facility that assembles motorcycles from component kits sourced from HDMC's U.S. facilities and suppliers. HDMC's global manufacturing operations are focused on driving world-class quality and performance. A global manufacturing footprint enables HDMC to be close to customers, provide quality products at a competitive price and grow its overall business.

Raw Materials and Purchased Components – HDMC continues to establish and reinforce long-term, mutually beneficial relationships with its suppliers. Through these collaborative relationships, HDMC gains access to technical and commercial resources for application directly to product design, development and manufacturing initiatives. In addition, through a continued focus on collaboration and strong supplier relationships, the Company believes HDMC will be positioned to achieve its strategic objectives and deliver cost and quality improvements over the long-term.⁽¹⁾

HDMC's principal raw materials include steel and aluminum castings, forgings, steel sheet and bar. HDMC also purchases certain motorcycle components including, but not limited to, electronic fuel injection systems, batteries, tires, seats, electrical components, instruments and wheels. HDMC closely monitors the overall viability of its supply base. HDMC proactively works with its suppliers to avoid or minimize disruptions resulting from supply chain challenges, which could result in increased costs and disruptions in the availability of certain raw materials and purchased components if they are not actively managed.

Regulation – International, federal, state and local authorities have various environmental control requirements relating to air, water and noise that affect the business and operations of HDMC. HDMC strives to ensure that its facilities and products comply with all applicable environmental regulations and standards. In addition, climate change-related legislation and regulation could impact the Company and the actions it takes to respond to climate change concerns. The motorcycle industry is already subject to regulations worldwide that govern product characteristics and that differ by region, country, state or province and locality. Regulations continue to be proposed to address concerns regarding the environment, including global climate change and its impact. The precise implications of those actions, as well as future efforts, are uncertain.

HDMC's motorcycles and certain other products that are sold in the U.S. are subject to certification by the United States Environmental Protection Agency (EPA) and the California Air Resources Board (CARB) for compliance with applicable emissions and noise standards. Certain Harley-Davidson products are designed to comply with EPA and CARB standards and the Company believes it will comply with future requirements when they go into effect, as applicable.⁽¹⁾ Additionally, certain of HDMC's products must comply with the motorcycle emissions, noise and safety standards of Canada, the European Union, Japan, Brazil and certain other foreign markets where they are sold, and the Company believes HDMC's products currently

comply with those standards. As HDMC expects environmental standards to become more stringent over time, HDMC will continue to incur research, development and production costs in this area for the foreseeable future.⁽¹⁾

HDMC, as a manufacturer of motorcycle products, is subject to the U.S. National Traffic and Motor Vehicle Safety Act, which is administered by the U.S. National Highway Traffic Safety Administration (NHTSA). HDMC has certified to NHTSA that certain of its motorcycle products comply fully with all applicable federal motor vehicle safety standards and related regulations, as applicable. HDMC has from time to time initiated certain voluntary recalls. During the three years ending December 31, 2025, HDMC accrued \$28.2 million associated with 12 voluntary recalls.

LiveWire (LiveWire) Segment

LiveWire is an all-electric motorcycle brand with a focus on pioneering the two-wheel electric motorcycle space. LiveWire sells electric motorcycles, electric balance bikes for kids, electric bikes, parts and accessories and apparel in the United States and certain international markets. Electric motorcycles, related parts and accessories and apparel are sold at wholesale to a network of independent retail partners and direct to consumers through a company-owned dealer and online sales. Electric balance bikes and related parts and accessories are sold under the STACYC brand at wholesale to independent dealers and distributors and direct to consumers online.

The relevant electric vehicle and related internal combustion engine (ICE) markets for LiveWire include:

- Small and large scooters
- Light, medium and heavy weight motorcycles
- Three-wheeled motorcycles and automobiles
- Side-by-side ATVs and four-wheelers

LiveWire expects competition from leading ICE-focused motorcycle companies and from smaller electric vehicle-focused companies.

Patents and Trademarks – LiveWire strategically manages its portfolio of patents, trade secrets, copyrights, trademarks and other intellectual property. The Company owns, and continues to obtain, patent rights that relate to LiveWire electric motorcycles, electric balance bikes and related products and processes for their production. Certain technology-related intellectual property is also protected, where appropriate, by license agreements, confidentiality agreements or other agreements with suppliers, employees and other third parties. LiveWire diligently protects its intellectual property, including its rights in proprietary inventions and technologies, unique designs, and trade secrets. This protection, including enforcement, is important as LiveWire moves forward with investments in new products, designs and technologies. While the Company believes patents are important to LiveWire's business operations and in the aggregate constitute a valuable asset, the success of the business is not dependent on any one patent or group of patents. LiveWire's design patents have a term of 15 years from the date of issuance and LiveWire's utility patents have a term of 20 years from their priority application date. Trademarks are important to LiveWire's business and licensing activities. LiveWire has a worldwide program of trademark registration and enforcement designed to maintain and strengthen the value of the trademarks and prevent unauthorized use of those trademarks. LiveWire uses numerous trademarks, trade names and logos, which are registered in various countries. LiveWire's trademarks include LIVEWIRE, the LiveWire logo, LIVEWIRE ONE, MULHOLLAND, ALPINISTA, DEL MAR, S2 and MAKE EVERY SECOND COUNT as well as STACYC, STACYC STABILITY CYCLE, and unique designs of each.

Marketing – LiveWire's brand, products and the riding experience are marketed to consumers in the U.S. and select international markets. Marketing occurs primarily through digital and experiential activities as well as through more traditional promotional and advertising activities. LiveWire is making investments to provide potential customers with many other opportunities to engage with the brand and experience LiveWire products. Additionally, LiveWire's dealers engage in a wide range of local marketing and events.

Seasonality – The seasonality of LiveWire's wholesale motorcycle shipments generally correlates with the timing of retail sales. Retail sales generally track closely with regional riding seasons. Additionally, motorcycle shipments can be impacted by the timing of the introduction of new motorcycle models.

Manufacturing – LiveWire does not have independent manufacturing facilities. HDMC manufactures and assembles LiveWire motorcycles. LiveWire purchases electric motorcycles from HDMC to sell under the LiveWire brand. STACYC purchases electric balance bikes through contract manufacturing agreements from strategic partners and bike assemblers located in Taiwan and China.

Raw Materials and Purchased Components – LiveWire continues to establish and reinforce long-term, mutually beneficial relationships with its suppliers. Through these collaborative relationships, LiveWire gains access to technical and commercial resources for application directly to product design, development and manufacturing initiatives. In addition,

through a continued focus on collaboration and strong supplier relationships, LiveWire believes it is positioned to achieve its strategic objectives and deliver cost and quality improvements over the long-term.⁽¹⁾

The principal raw materials in LiveWire's products include battery cells, semi-conductor chips, steel and aluminum castings, forgings, steel sheet and bar. Additional raw materials in LiveWire's products include certain motorcycle components including, but not limited to, batteries, tires, seats, electrical components, instruments and wheels. LiveWire closely monitors the overall viability of its supply base. LiveWire proactively works with its suppliers to avoid or minimize disruptions resulting from supply chain challenges.

Regulation – LiveWire's motorcycles and certain other products that are sold in the U.S. are subject to certification by the EPA and CARB for compliance with applicable emissions and noise standards. Certain LiveWire products are designed to comply with EPA and CARB standards, and LiveWire believes it will comply with future requirements when they go into effect, as applicable. Additionally, certain of LiveWire's products must comply with the motorcycle emissions and safety standards of certain other international markets where they are sold, and LiveWire believes its products currently comply with those standards, as applicable. As LiveWire expects environmental standards to become more stringent over time, LiveWire will continue to incur research, development and production costs in this area for the foreseeable future.

LiveWire is subject to the U.S. National Traffic and Motor Vehicle Safety Act, which is administered by NHTSA. LiveWire has certified to NHTSA that certain of its motorcycle products comply fully with all applicable federal motor vehicle safety standards and related regulations. LiveWire may from time to time initiate voluntary recalls or field actions. During the three years ending December 31, 2025, LiveWire accrued \$0.3 million associated with 4 voluntary recalls.

LiveWire operates in an industry that is subject to and benefits from environmental regulations, which have generally become more stringent over time, particularly across developed markets. Regulations in some of LiveWire's target markets include limited economic incentives to purchasers of electric vehicles and tax credits for electric vehicle manufacturers. While LiveWire expects environmental regulations to contribute to its growth, it is possible for certain regulations to result in margin pressures.

Harley-Davidson Financial Services (HDFS) Segment

HDFS is engaged in the business of financing and servicing wholesale inventory receivables and retail consumer loans, primarily for the purchase of Harley-Davidson and LiveWire motorcycles. HDFS also works with certain unaffiliated third parties to provide motorcycle insurance and voluntary protection products to motorcycle owners. HDFS conducts business principally in the U.S. and Canada. The dealers of HDMC as well as their retail customers in EMEA, Asia Pacific and Latin America generally have access to financing through third-party financial institutions, some of which have licensing agreements with HDFS.

Wholesale Financial Services – HDFS provides wholesale financial services to the U.S. and Canadian independent dealers of HDMC and LiveWire, including floorplan and open account financing of motorcycles and parts and accessories. All of the U.S. and Canadian independent dealers of HDMC and all U.S. independent dealers of LiveWire utilized HDFS financing programs at some point during 2025.

Retail Financial Services – HDFS provides retail financing to consumers, consisting primarily of installment lending for the purchase of new and used Harley-Davidson and LiveWire motorcycles. HDFS's retail financial services are available through most of the dealerships of HDMC and LiveWire in the U.S. and Canada.

Insurance Services – HDFS works with certain unaffiliated third parties that offer point-of-sale motorcycle insurance and voluntary protection products through most of the dealers of HDMC and LiveWire in the U.S. and Canada. HDFS also direct-markets motorcycle insurance and service contracts provided by unaffiliated third parties to owners of Harley-Davidson and LiveWire motorcycles. In addition, HDFS markets a comprehensive package of business insurance coverages and services provided by unaffiliated third parties to owners of independent HDMC and LiveWire dealerships.

Captive Reinsurance – Eaglemark Insurance Company Ltd. (EICL) is a direct subsidiary of Harley-Davidson, Inc. that reinsures several Harley-Davidson-branded voluntary protection products provided by unaffiliated third parties.

Licensing – HDFS has licensing arrangements with third-party financial institutions that issue credit cards bearing the Harley-Davidson brand in the U.S. and certain international markets. Internationally, HDFS licenses the Harley-Davidson brand to local third-party financial institutions that offer products to retail customers of HDMC such as financing, insurance, and voluntary protection products.

Funding – The Company believes a diversified and cost-effective funding strategy is important to meet HDFS's goal of providing credit while delivering appropriate returns and profitability. HDFS operations in 2025 were funded with unsecured

debt, unsecured commercial paper, asset-backed commercial paper conduit facilities, committed unsecured bank facilities, asset-backed securitizations, and brokered certificates of deposit that HDFS offers to customers indirectly through contractual arrangements with third-party banks and/or securities brokerage firms through its bank subsidiary. Starting in the fourth quarter of 2025, the Company began to fund up to two-thirds of retail finance originations through the sale of retail loan originations to two counterparties as a part of a 2025 transaction related to HDFS.

Competition – The Company regards the ability of HDFS to offer a package of wholesale and retail financial services in the U.S. and Canada as a significant competitive advantage. Competitors in the financial services industry compete for business based largely on price and, to a lesser extent, service. HDFS competes on convenience, service, brand association, dealer relations, industry experience, terms, and price.

In the U.S. and Canada, HDFS financed 68.4% and 20.7% of new Harley-Davidson motorcycles retailed by dealers during 2025, respectively, compared to 70.6% and 26.2%, respectively, during 2024. Competitors for retail motorcycle finance business are primarily banks, credit unions and other financial institutions. In the motorcycle insurance business, competition primarily comes from national insurance companies and from insurance agencies serving local or regional markets. For insurance and voluntary protection products, HDFS faces competition from certain regional and national industry participants as well as dealer in-house programs. Competition for the wholesale motorcycle finance business primarily consists of banks and other financial institutions providing wholesale financing to dealers in their local markets.

Trademarks – HDFS uses various trademarks and trade names for its financial services and products, which are licensed from Harley-Davidson Motor Company, Inc., including HARLEY-DAVIDSON, H-D and the Bar & Shield Logo.

Seasonality – HDFS experiences seasonal variations in retail financing activities based on the timing of regional riding seasons in the U.S. and Canada. In general, from mid-March through August, retail financing volume is greatest. HDFS wholesale financing volume is affected by inventory levels at dealers. Dealers generally have higher inventory in the first half of the year. As a result, outstanding wholesale finance receivables are generally higher during the same period.

Regulation – HDFS operations are generally subject to supervision and regulation by federal and state administrative agencies and various foreign governmental authorities. Many of the requirements imposed by such entities are in place to provide consumer protection as it pertains to the selling and servicing of financial products and services. Therefore, HDFS operations may be subject to limitations imposed by regulations, laws and judicial and/or administrative decisions. In the U.S., for example, applicable laws include the federal Truth-in-Lending Act, Equal Credit Opportunity Act, Fair Credit Reporting Act, the Servicemembers Civil Relief Act, the unfair, deceptive and abusive practices (UDAAP) provisions of the Dodd-Frank Wall Street Reform and Consumer Protection Act, and the consumer data privacy and security provisions of the Gramm-Leach Bliley Act.

Depending on the specific facts and circumstances involved, non-compliance with these laws may limit the ability of HDFS to collect all or part of the principal or interest on applicable loans, entitling the borrower to rescind the loan or to obtain a refund of amounts previously paid, or could subject HDFS to the payment of damages or penalties and administrative sanctions, including “cease and desist” orders, and could limit the number of loans eligible for HDFS's asset-backed financing programs.

The Consumer Financial Protection Bureau (the Bureau) has significant supervisory, enforcement and rule-making authority in the area of consumer financial products and services. Certain actions and regulations of the Bureau will directly impact HDFS and its operations. For example, the Bureau has supervisory authority over non-bank larger participants in the vehicle financing market, which includes a non-bank subsidiary of HDFS.

Such regulatory requirements and associated supervision also could limit the discretion of HDFS in operating its business. Noncompliance with applicable statutes or regulations could result in the suspension or revocation of any charter, license or registration at issue, as well as the imposition of civil fines, criminal penalties and administrative sanctions.

Eaglemark Savings Bank (ESB), a subsidiary of HDFS, is a Nevada state thrift chartered as an Industrial Loan Company. The activities of ESB are governed by federal laws and regulations and State of Nevada banking laws. ESB is subject to examination by the Federal Deposit Insurance Corporation (FDIC) and Nevada state bank examiners. ESB originates retail loans, retains certain of those loans and sells the remaining loans to a non-banking subsidiary of HDFS. This process allows HDFS to offer retail products with many common characteristics across the U.S. and to similarly service loans to U.S. retail customers.

Human Capital Management

The Company strives to attract, retain, motivate and develop top talent by creating job opportunities, paying workers fairly, ensuring safety and well-being and fostering a positive work environment in which all employees can perform at their best.

Workforce Composition – As of December 31, 2025, the Company's global workforce was comprised of approximately 5,500 employees, including approximately 4,750, 150 and 600 employees within the HDMC, LiveWire, and HDFS segments, respectively. Of all employees, 80.6% are based in the U.S., 60.0% are salaried, and 31.5%, or approximately 1,700 hourly unionized employees at the Company's U.S. manufacturing facilities, are represented as follows with collective bargaining agreements:

- York, Pennsylvania – International Association of Machinist and Aerospace Workers (IAM); agreement will expire on October 15, 2027
- Milwaukee, Wisconsin – United Steelworkers of America (USW) and IAM; agreements will expire on March 31, 2029
- Tomahawk, Wisconsin – USW, agreement will expire on March 31, 2029

Talent – The Company believes its ability to attract, develop and retain talent is critical to sustaining innovation and long-term performance. Through key talent initiatives, the Company strengthens its talent pipeline and supports continued employee engagement and retention.

- The Company's STEAM (Science, Technology, Engineering, Arts & Math) initiatives aim to inspire future innovators and develop skilled talent. This past year, the Company served as the principal sponsor of the BUILD Moto Mentor Program, providing experiences for 14 high school teams (90+ students). Additionally, the Company hired 8 industrial skilled trades apprentices, completed construction of a STEAM Lab at the Company's historic Juneau Avenue campus in Milwaukee, Wisconsin, and expanded outreach beyond Milwaukee to Tomahawk, Wisconsin and York, Pennsylvania.
- The Company's Developing Leaders Program (DLP) is designed for new and emerging people leaders, equipping them with essential skills to lead with purpose, critical-thinking, and adaptability. Over the past year, the Company hosted four global cohorts, with more than 120 participants successfully completing the program. In addition to core courses that delivered foundational leadership learning through research-based modules, participants engaged in group coaching interactive forums where senior leaders shared insights on critical leadership topics.
- Following employee onboarding, the Company engaged more than 475 new employees through its New Employee Community. Over the past year, the Company hosted 20 new employee community sessions, introducing new hires to key business functions and leaders across the organization. These sessions attracted over 1,500 attendees, fostering connection and accelerating integration into the Company culture.

Safety – Employee safety is an important aspect of the Company's ability to attract talent and create a positive work environment. The Company's unwavering commitment to safety is demonstrated through policies and procedures that promote a safe work environment. The Company promotes open communication regarding workplace safety issues and improvements. The Company continued its strong health and safety performance, ending the year with a 0.23 Recordable Case Incident Rate, 0.16 restricted time (DART) rate and 0.03 lost time (DAFWII) rate for the Company.

Employee Well-Being – The Company believes the well-being, engagement, and empowerment of its employees are direct contributors to its overall success and investing in employee well-being is an important part of investing in its future.

- The Company maintained its focus on supporting employee well-being by continuing its investment in the Healthy Behavior Rewards, a program built on incentivizing employees to take action on improving their personal health.
- The Company continued its investment in mental health, engaging over 20% of its global population in its mental health support program.
- The Company continued its investment in employee well-being through dedicated Health Promotion Specialists focused on improving the physical, mental, financial and social well-being of employees.
- During 2025, through the Company's Here to Help employee volunteer program, Harley-Davidson employees collectively completed more than 1,250 volunteer hours in support of local community organizations. This program encourages employees to be "here to help" by making meaningful impacts in their local communities, deepening relationships with peers and positively contributing to their personal well-being.
- The Company continued to implement its revamped Total Rewards approach which included pay for performance, pay transparency, and annual market evaluations.

Internet Access

The Company's website address is <http://www.harley-davidson.com>. The Company's website address for investor relations is <http://investor.harley-davidson.com/>.

The Company's Annual Report on Form 10-K, quarterly reports on Form 10-Q and current reports on Form 8-K, and any amendments to those reports, are available on its investor relations website free of charge as soon as reasonably practicable after it electronically files such material with, or furnishes such material to, the United States Securities and Exchange Commission (SEC) and will be available on its investor website for a period of five (5) years thereafter. Prior SEC filings can be found on the SEC's Electronic Data Gathering, Analysis, and Retrieval system (EDGAR).

In addition, the Company makes available, through its investor relations website, the following corporate governance materials: (i) the Company's Corporate Governance Policy; (ii) Committee Charters approved by the Company's Board of Directors for the Audit and Finance Committee, Human Resources Committee, Nominating and Corporate Governance Committee and Sustainability and Safety Committee; (iii) the Company's Code of Conduct (the Code of Conduct); (iv) the Conflict of Interest Process for Directors, Executive Officers and Other Employees (the Conflict Process); (v) a list of the Company's Board of Directors; (vi) the Company's Bylaws; (vii) the Company's Environmental and Energy Policy; (viii) the Company's Policy for Managing Disclosure of Material Information; (ix) the Company's Supplier Code of Conduct; (x) the California Transparency in Supply Chain Act Disclosure; (xi) the Statement on Conflict Minerals; (xii) the Political Engagement and Contributions 2019-2025; and (xiii) the Company's Clawback Policy.

The Company's Notice of Annual Meeting and Proxy Statement for its 2026 annual meeting of shareholders, which will include information related to the compensation of the Company's named executive officers, will be made available through its investor relations website. The Company satisfies the disclosure requirements under the Code of Conduct, the Conflict Process and applicable New York Stock Exchange listing requirements regarding waivers of the Code of Conduct or the Conflict Process by disclosing the information in the Company's proxy statement for its annual meeting of shareholders or on its investor relations website. The Company is not including the information contained on or available through any of its websites as a part of, or incorporating such information by reference into, this Annual Report on Form 10-K.

Item 1A. Risk Factors

An investment in Harley-Davidson, Inc. involves risks, including those discussed below. These risk factors should be considered carefully before deciding whether to invest in the Company.

Operational Risks

- **The Company's ability to remain competitive is dependent upon its capability to develop and successfully introduce new, innovative and compliant products while maintaining its ability to command a premium price relative to its competitors' motorcycles.** The motorcycle market is highly competitive and continues to change in terms of styling preferences and advances in new technologies and, at the same time, is subject to increasing and evolving regulations, including those related to safety and emissions. Price, reliability, styling, quality, product features and engine displacement are some of the factors that impact competition in the motorcycle market. The importance customers place on these and other factors may vary by market location. Thus, the Company must continue to make product advancements and product portfolio decisions to respond to changing consumer preferences, market demands, and legal and regulatory requirements, and distinguish its products from its competitors' products in the relevant markets. Introducing new products and motorcycle models may not lead to the desired results, including driving profitable unit sales growth. As the Company incorporates new and different features and technology into its products, the Company must also protect its intellectual property from imitators. In addition, these new products must comply with applicable regulations in the markets in which they are sold and satisfy the potential demand for products that produce lower emissions and achieve better fuel economy. The Company must also be able to design and manufacture these products in a cost-efficient manner and deliver them to various markets globally. The Company's global manufacturing footprint is a significant factor in its ability to deliver its products globally in a cost-efficient manner; however, ongoing geopolitical tensions, supply chain disruptions, and logistics issues arising from regional conflicts may impede the Company's ability to make strategic production decisions, including managing the production mix in response to factors such as raw material shortages, workforce constraints, supplier shutdowns, and other challenges that could affect pricing. Further, the Company may take pricing actions, which have included and may continue to include introducing incentives, to make prices more attractive to customers in the relevant markets. This may impact the Company's long-term ability to command a premium price relative to its competitors, and there is no guarantee that such actions will be successful.
- **The Company faces increasing competition and failure to compete effectively may adversely impact its business and operating results.** Many of the Company's competitors are more diversified than the Company, and they may compete in all or many segments of the motorcycle market, other powersports markets and/or the automotive

market. Also, the Company's manufacturer's suggested retail price for its motorcycles is generally higher than its competitors. If price becomes a more important factor for consumers in the markets in which the Company competes, the Company may be at a competitive disadvantage. The Company also faces pricing pressure from international competitors who may have the advantage of manufacturing and marketing products in their respective countries, allowing them to sell products at lower prices within or outside of their respective countries. Furthermore, many competitors headquartered outside the U.S. experience a financial benefit when there is a strengthening in the U.S. dollar relative to their home currency that can enable them to reduce prices to U.S. consumers. The Company and LiveWire Group, Inc. are also subject to policies and actions of the U.S. Securities and Exchange Commission (SEC) and New York Stock Exchange (NYSE). Many major competitors of the Company and LiveWire Group, Inc. are not subject to the requirements of the SEC or the NYSE rules. As a result, the Company or LiveWire Group, Inc. may be required to disclose certain information that may put the Company or LiveWire Group, Inc. at a competitive disadvantage to their principal competitors. Additionally, the Company's LiveWire segment is subject to competition in the electric vehicle sector from companies that are at various levels of maturity, which include several major motorcycle companies that have electric vehicles available today and other current and prospective motorcycle manufacturers that may be developing electric vehicles. Increased competition or failure of the electric vehicle market to develop may lead to lower vehicle unit sales and increased inventory, which may result in downward price pressure and adversely affect the business, prospects, financial condition and operating results of the LiveWire segment. As a result of new entrants into the electric vehicle market, there may be increased competition for component and other parts of LiveWire's electric vehicles, which may have limited or single-source supply, or suppliers may be unwilling to provide product at lower volumes. In addition, the Harley-Davidson Financial Services segment faces competition from various banks, insurance companies and other financial institutions that may have access to additional sources of capital at more competitive rates and terms, particularly for borrowers in higher credit tiers. The Company's responses to these competitive pressures, or its failure to adequately address and respond to these competitive pressures, may have a material adverse effect on the Company's business and results of operations.

- The Company relies on its suppliers to obtain raw materials and provide component parts for use in the manufacture of its motorcycles and products.** Inflationary pressures, including on manufacturing, and the availability of components and raw materials, such as rare earth elements, or instability in logistics, including the escalating tensions between the U.S. and foreign leaders regarding the Panama Canal, and related costs may negatively impact the Company's profitability. The Company may experience supply problems relating to raw materials and components, such as component shortages, unfavorable pricing, poor quality, termination of supply of some of the Company's components or untimely delivery. The prices for these raw materials and components may fluctuate depending on market conditions, which include inflation of raw material costs, exchange rate fluctuations, commodity market volatility, tariffs, embargoes, sanctions, trade policies, and other trade restrictions. In certain circumstances, the Company relies on a single supplier to provide component parts or a contract manufacturer to manufacture certain components and/or products, and a change or disruption in these established relationships may cause disruption in the Company's production schedule. In addition, the price and availability of raw materials and component parts from suppliers can be adversely affected by factors outside of the Company's control, such as the supply of a necessary raw material, capacity constraints, labor shortages or disputes, natural disasters, extreme weather events, pandemics (like COVID-19), epidemics or other public health crises, trade and shipping disruptions, fluctuating costs of ocean freight, wars and trade policies. Further, the Company's suppliers and contract manufacturers may experience difficulty in funding their day-to-day cash flow needs because of tightening credit caused by financial market disruption. In addition, adverse economic conditions and related pressure on select suppliers or contract manufacturers due to difficulties in global manufacturing could adversely affect their ability to supply the Company. For example, one of the Company's suppliers, First Brands Group, LLC - a leading automotive parts provider - filed for Chapter 11 bankruptcy protection in September 2025 and has recently relied on the support of its customers as it works through various funding challenges. The Company had to work to mitigate potential negative effects on its supply chain due to this issue. The unavailability of any component or supplier or contract manufacturer could result in production delays and/or product design changes and impact the Company's ability to fulfill orders. Changes in laws and policies relating to trade and taxation may also adversely impact the Company's foreign suppliers or contract manufacturers. Natural disasters, extreme weather, epidemics, or health crises at supplier or contract manufacturer locations may disrupt supply to the Company. These supplier risks may have a material adverse effect on the Company's business and results of operations. Such disruptions have resulted in and could further result in manufacturing inefficiencies due to the delay in delivering components for production or having to find alternative components due to lack of availability and could place the Company in an uncompetitive position resulting in a material adverse effect on its operations, financial condition and/or cash flows.

- Increased supply of and/or declining prices for used motorcycles and excess supply of new motorcycles may adversely impact retail sales of new motorcycles by the Company's dealers.** The Company has observed that when the supply of used motorcycles increases or the prices for used Harley-Davidson motorcycles decline, there can be reduced demand among retail purchasers for new Harley-Davidson motorcycles at or near manufacturer's suggested retail prices. Further, the Company and its dealers can and do take actions that influence the markets for new and used Harley-Davidson motorcycles. For example, introduction of new motorcycle models with significantly different styling, design, functionality, technology or other customer satisfiers can result in increased supply of used motorcycles, which could result in declining prices for used motorcycles and prior model-year new motorcycles. Also, the Company's approach to supply and inventory management may not be effective, or the Company's competitors could choose to supply new motorcycles to the market in excess of demand at reduced prices, which could also have the effect of reducing demand for new Harley-Davidson motorcycles at or near manufacturer's suggested retail prices. Reduced demand among retail purchasers for new Harley-Davidson motorcycles leads to reduced shipments by the Company and may have a material adverse effect on the Company's business and results of operations.
- The Company must prevent and detect issues with its products, components purchased from suppliers, and the related manufacturing processes to reduce recall campaigns, warranty costs, litigation, product liability claims, delays in new model launches, disruptions in production and/or shipment, and regulatory investigations and fines.** The Company must continually improve and adhere to appropriate product development and manufacturing processes and ensure that its suppliers, contract manufacturers, and their sub-tier suppliers adhere to appropriate product development and manufacturing processes, to ensure the Company and its dealers are selling high-quality products that meet customer needs and desires and comply with applicable regulations. If product designs or manufacturing processes are defective, the Company could experience delays in new model launches, disruptions in production, delays in shipment, field actions, such as product programs and product recalls, and inquiries or investigations from regulatory agencies, which could subject the Company to fines and penalties, and warranty claims and product liability claims, which may involve purported class actions or significant jury verdicts. For example, during the second quarter of 2022, the Company suspended all vehicle assembly and shipments for approximately two weeks due to a regulatory compliance matter relating to a Tier 2 supplier's brake hose assemblies. In June 2023, the same Tier 2 supplier notified the Company that it was investigating a new, separate quality issue with brake hose assemblies produced by the Tier 2 supplier after the Company's 2022 production suspension. Due to this issue, the Company was forced to suspend production of most of the motorcycles manufactured at its York facility and run limited motorcycle manufacturing operations there for approximately two weeks. Both the Tier 2 supplier and the Company leveraged NHTSA's standard process to petition the agency for a determination that both of the potential non-compliances are inconsequential to motor vehicle safety. If NHTSA makes the inconsequentiality determinations requested, the Company will be exempt from conducting a field action or a recall of its motorcycles related to these matters. The Company expects that NHTSA will make the inconsequentiality determinations; however, it is possible that a recall or field action could be required that could cause the Company to incur material costs. Any future product recall, whether initiated by the Company, a supplier, or a contract manufacturer, may lead to negative publicity, harm the Company's brand image, and negatively impact its business, prospects, financial condition, and operating results. Recalls arising from systems or components engineered or manufactured by any of these parties may also result in considerable expenses, potential litigation, and diversion of management attention and other resources, all of which could further affect the Company's brand and overall performance. While the Company uses reasonable methods to estimate the cost of warranty, recall and product liabilities, and appropriately reflects those in its financial statements, there is a risk the actual costs could exceed estimates and result in damages that are not covered by insurance. Further, selling products with quality issues, the announcement of recalls and the filing of product liability claims (whether or not successful), may also adversely affect the reputation and brand strength of the Company with a resulting adverse impact on sales.
- The Company primarily sells its products at wholesale and must rely to a large extent on a network of independent dealers and distributors to manage the retail distribution of its products.** The Company depends on the capability of its independent distributors and dealers to develop and implement effective retail sales plans to create demand among retail purchasers for the motorcycles and related products and services that the dealers purchase from the Company. If the Company's distributors and dealers are not successful in these endeavors, or do not appropriately adapt to the evolving retail landscape and effectively implement successful retail strategies, then the Company may be unable to maintain or grow its revenues and meet its financial expectations. There is no assurance that the Company's dealers' or distributors' retail strategies will be successful. Additionally, distributors and dealers may experience difficulty in funding their day-to-day cash flow needs and paying their obligations resulting from adverse business conditions, such as weakened retail sales and tightened credit. If distributors and dealers are unsuccessful or unprofitable, they may exit or be forced to exit their business or, in some cases, the Company may seek to terminate relationships with certain distributors and dealers, leading to a reduction in the number of distributors or

dealers. The departure of dealers could also affect the LiveWire segment, since selling electric motorcycles directly to retail customers through the independent dealer network is a main sales channel. The Company could face lawsuits and additional adverse consequences related to the termination of its independent distributor and dealer relationships. Additionally, liquidating a former distributor's or dealer's inventory of new and used motorcycles can add downward pressure on new and used motorcycle prices which may cause adverse consequences for the remaining distributor and dealer network. Further, the unplanned loss of any of the Company's independent distributors or dealers may lead to inadequate market coverage for retail sales of new motorcycles and for servicing previously sold motorcycles, create negative impressions of the Company with its retail customers and adversely impact the Company's ability to collect wholesale receivables from that dealer. Finally, the Company is exposed to credit risk in the event of a dealer failure or inability to redistribute motorcycles that the Company has repossessed from a closing dealer or that a closing dealer has surrendered to the Company at invoice price through the Company's subsidiary, HDFS.

- A significant cybersecurity incident or data privacy breach could disrupt the Company's information technology environment and data security infrastructure, impacting its business operations, and may adversely affect the Company's reputation, revenue and earnings.** The Company utilizes information technology as a core component of its business operations. The security, availability, and integrity of its information technology environment and data security infrastructure are essential for the execution of specific business activities. Additionally, the Company relies on its ability to develop and continually update its information technology environment and related infrastructure in response to its changing business needs. The Company implements new and emerging technologies, such as artificial intelligence, and necessary upgrades to these technologies while supporting its older technologies. The implementation of the new technologies and upgrades to technologies may not perform as expected. Additionally, as technologies age, they may become obsolete, potentially leading to performance problems and raising cybersecurity risks. Third-party service providers and vendors not under the direct control of the Company may provide and/or manage some of these technologies. The Company and certain of its third-party service providers and vendors receive, digitally store and transmit personal and other information in connection with the Company's human resources operations, financial services operations, e-commerce, the Harley Owners Group, dealer management, mobile applications and other aspects of its business. The Company's information technology environment and data security infrastructure, and those of its third-party service providers and vendors, are susceptible to continually evolving cybersecurity risks. Unauthorized parties engage in a regular practice of attempting to gain access to these environments and infrastructure, including the information the Company and its third-party service providers and vendors maintain on them or use, through fraud or other means of deception. Hardware or software the Company develops or obtains from third-parties may contain defects in design or manufacture, vulnerabilities, or other problems that could unexpectedly compromise information security and/or the Company's operations. The methods used to obtain unauthorized access, disable or degrade service or sabotage systems and networks are constantly evolving and may be difficult to anticipate or detect. Threat actors may also utilize new or emerging technologies such as artificial intelligence. The Company has implemented and regularly reviews and updates processes and procedures designed to protect against unauthorized access to or use of secured data and to prevent data loss. However, the ever-evolving threats mean the Company and third-party service providers and vendors must continually evaluate and adapt systems and processes, and there is no assurance that they will be adequate to safeguard against all cybersecurity incidents or misuses of data. The Company and certain of the Company's third-party providers have experienced cybersecurity attacks, but to date they have not materially compromised the Company's information technology environment or data security infrastructure or resulted in a material impact on the Company's business or operations or intellectual property or the material release of confidential information about its employees, customers, dealers, suppliers or other third parties. Any future significant compromise or breach of the Company's information technology environment or data security infrastructure, whether external or internal, or misuse of customer, employee, dealer, supplier or Company data could result in disruption to the Company's operations, significant costs, lost sales, lawsuits with third-parties, fines and penalties, government enforcement actions, unauthorized release of confidential, proprietary or otherwise protected information, loss of intellectual property rights, such as trade secrets, corruption of data, negative impact on the value of investment in research, development and engineering, remediation costs and/or damage to the Company's reputation. In addition, as the regulatory environment related to information security, data collection and use and privacy becomes increasingly rigorous with new and evolving requirements, compliance could also result in the Company being required to incur additional costs.
- The Company utilizes a limited number of contract manufacturers to produce certain components and/or products, which may present significant risks due to the lack of direct control over their activities, including delivery schedules, quality assurance, production costs and manufacturing yields. Our contract manufacturers' inability to produce certain components and/or products that satisfy our requirements may have a material**

adverse effect on our business. In certain circumstances, the Company relies on contract manufacturers to provide manufacturing, procurement, logistics and distribution services for certain components and/or products. If the contract manufacturer becomes unwilling or unable to manufacture components and/or products at the required quantity, quality, cost or schedule, the Company may need to engage another contract manufacturer or build its own in-house manufacturing capabilities, which could cause the Company to incur significant cost and expense. Additionally, it may take time to transition to another contract manufacturer, and there is no assurance that another contract manufacturer would be able to meet the Company's capacity, capability or quality requirements, or otherwise be an effective and acceptable manufacturing solution. Additionally, utilizing contract manufacturers subjects the Company to risks associated with the protection of our trademarks and other intellectual property. If our contract manufacturers fail to protect our trademarks, trade secrets and other intellectual property, either intentionally or unintentionally, including producing products that compete with ours, it may adversely affect our operations, financial condition and/or cash flows.

- **The Company's motorcycle operations are dependent upon unionized labor.** A substantial portion of the hourly production employees working in the Company's motorcycle operations are represented by unions and covered by collective bargaining agreements. The Company is currently a party to four collective bargaining agreements with local affiliates of the International Association of Machinists and Aerospace Workers and the United Steelworkers of America. The current collective bargaining agreement with hourly employees in Pennsylvania will expire on October 15, 2027, and the agreements with employees in Wisconsin will expire on March 31, 2029. There is no certainty that the Company will be successful in negotiating new agreements with these unions that extend beyond the current expiration dates or that these new agreements will be on terms that will allow the Company to be competitive. The Company's decisions regarding opening, closing, expanding, contracting or restructuring its facilities may involve changes to existing or new bargaining agreements. Further, the Company's strategic decisions regarding the use of its global manufacturing operations, including using contract manufacturing, may adversely impact the successful renewal of the existing agreements. Failure to renew the existing agreements when they expire or to amend agreements or establish new collective bargaining agreements when that is necessary on terms acceptable to the Company and the unions could result in the relocation of production, work stoppages or other labor disruptions, which may have a material adverse effect on the Company's business and results of operations.
- **Weather and weather-related events may impact retail sales by the Company's dealers.** The Company has observed that abnormally cold and/or wet conditions in a region, including impacts from hurricanes or unusual storms, could have the effect of reducing demand or changing the timing for purchases of new and used Harley-Davidson motorcycles and parts and accessories. Fires and other natural disasters could have similar negative impacts. Reduced demand for new Harley-Davidson motorcycles ultimately leads to reduced shipments by the Company.
- **The Company has substantial liabilities for employee pension and healthcare benefits.** The Company's cash funding requirements and its estimates of liabilities and expenses for pensions and healthcare benefits for both active and retired employees are based on several factors that are outside the Company's control. These factors include funding requirements of the Pension Protection Act of 2006, the rate used to discount the future estimated liabilities, the rate of return on plan assets, current and projected healthcare costs, healthcare reform or legislation, retirement age and mortality. Changes in these factors can impact the income, expense, liabilities and cash requirements associated with these benefits, which could have a material adverse effect on future results of operations, liquidity or shareholders' equity.
- **The Company relies on third-parties to perform certain operating and administrative functions for the Company.** Similar to suppliers of raw materials and components, the Company may experience problems with outsourced services, such as unfavorable pricing, untimely delivery of services or poor quality. Also, these suppliers may experience adverse economic conditions due to changing economic factors that could lead to difficulties supporting the Company's operations, such as inflation, turnover, and labor strikes or shortages. In light of the amount and types of functions that the Company has outsourced, these service provider risks may have a material adverse effect on the Company's business and results of operations.
- **The Company's operations are dependent upon attracting and retaining skilled employees, including skilled labor, executive officers and other senior leaders. The Company's future success depends on its continuing ability to: (i) identify, hire, develop, motivate, retain and promote skilled personnel for all areas of its organization, (ii) effectively execute reorganization actions within expected costs and realize the expected benefits of those actions, and (iii) attract qualified and experienced independent directors for its Board of Directors.** The Company is highly dependent on its senior management, including its new Chief Executive Officer, Artie Starrs, other key personnel and its Board of Directors. A leadership transition can increase turnover risks, including among key personnel, and result

in changes in the Company's business strategy, which may impact its business and financial performance. The loss of key personnel or independent directors could adversely affect the Company's operations and profitability. Any perceived uncertainties regarding the Company's future direction and control, its ability to develop effective strategies and execute its business plans, or alterations to the composition of its Board of Directors or senior management team could create a perception of instability or a shift in business direction, affecting the Company's ability to attract or retain qualified personnel or independent directors. Further, the Company's current and future total compensation arrangements, which include benefits and incentive awards, may not be successful in attracting new employees and retaining and motivating the Company's existing employees. In addition, the Company must cultivate and sustain a work environment where employees are engaged and energized in their jobs to maximize their performance, and the Company must effectively execute reorganization actions. In late 2025, after five years of its corporate employees primarily working remotely, the Company announced that Milwaukee-based corporate employees would return to on-site work at specified Company facilities, including the Company's historic Juneau Avenue campus in Milwaukee. This transition back into the office may impact the Company's culture and workplace which could lead to attrition and difficulty attracting qualified personnel. If the Company does not succeed in attracting new personnel, retaining existing personnel, implementing effective succession plans, executing reorganization actions and motivating and engaging personnel, including executive officers, the Company may be unable to develop and distribute products and services and effectively execute its plans and strategies.

- **Artificial intelligence (AI) technology may adversely impact our business: (i) by potentially posing risks to Company confidential or proprietary information; (ii) by potentially giving rise to legal actions or reputational damage; (iii) if employees misuse AI; or (iv) if the Company fails to timely and appropriately adopt AI to remain competitive.** The Company's workforce may use AI technology, such as generative AI, which may result in the exposure of our confidential or proprietary information to unauthorized third-parties and the misuse of the Company's intellectual property. Use of AI technology may also result in claims against the Company alleging violation of third-party intellectual property rights. Use of AI technology may also result in inaccurate results and biases that could cause mistakes in the Company's decision-making or other business activities, which may have an adverse impact on the Company's business and results of operations. Further, there is no assurance that the Company's training and enforcement of procedures governing the use of AI will be adequate to safeguard against the unauthorized use of AI technology. Additionally, if the Company does not adopt AI in a timely or effective manner, it could incur additional costs or face competitive disadvantages which may adversely affect the Company's business and results of operations.

Strategic Risks

- **The Company recently appointed a new Chief Executive Officer and is developing a new strategic plan, which creates uncertainties that may have a material adverse effect on the Company's business and results of operations.** Artie Starrs assumed the role of Chief Executive Officer on October 1, 2025. Soon after his appointment, he initiated a comprehensive evaluation of the Company's strategy and operations. The Company expects the strategic and operational evaluation activities to continue in the coming months to develop a new strategic plan for the Company. To the extent the Company is unable to successfully develop, implement, and execute its strategic plan, or if it experiences delays in the development, implementation or execution of the strategic plan, the Company's business, financial condition and results of operation may be adversely affected. There is no assurance that the Company will be able to develop, implement, or execute business plans or strategies, or that they will ultimately be profitable or successful.
- **International sales and operations, along with being an iconic American company, subject the Company to risks that may have a material adverse effect on its business.** International operations and sales remain an important part of the Company's business plans and strategies. Further, international operations and sales are subject to various risks, including political and economic instability, local labor market conditions, the imposition of new and existing foreign tariffs (including rebalancing tariffs in response to tariffs the U.S. imposes) and other trade barriers, the impact of foreign government laws and regulations, U.S. laws and regulations that apply to international operations, the effects of income and withholding taxes, governmental expropriation and differences in business practices. The Company may incur increased costs and experience delays or disruptions in product deliveries and payments in connection with international operations and sales that could cause loss of revenues and earnings. Additionally, the Company's global manufacturing presence may negatively affect U.S. consumer perspectives of its iconic American brand. This perception could also influence non-U.S. consumer preferences. As geopolitical tensions continue, nationalism may increase globally, causing consumers in the international market to refrain from purchasing the Company's products because the Company is an iconic American motorcycle manufacturer and/or U.S. consumers to refrain from purchasing the Company's products because of its global manufacturing locations, which could result in reduced demand for the Company's products and may have a material adverse effect on the

Company's business and results of operations. Unfavorable changes in the political, regulatory and business climate could have a material adverse effect on the Company's net sales, financial condition, profitability and cash flows. International sales require modification of products to meet local requirements or preferences, which may impact the Company's ability to achieve international sales growth. Business practices that may be accepted in other countries can violate U.S. or other laws that apply to the Company. Violations of laws that apply to the Company's foreign operations, such as the U.S. Foreign Corrupt Practices Act and economic sanctions laws, could result in severe criminal or civil sanctions, could disrupt the Company's business and result in an adverse effect on the Company's reputation, business and results of operations.

- **The Company's success depends upon the continued strength of the Harley-Davidson brand.** The Company believes that the Harley-Davidson brand has significantly contributed to the success of its business and that maintaining and enhancing the brand is critical to maintaining and expanding its customer base. Geopolitical tensions that give rise to anti-U.S. sentiments or campaigns may cause consumers in non-U.S. markets to cancel, reduce or defer purchases from U.S.-based companies. As an American icon, the Company may be subjected to some or all of these actions, which may have a negative impact on the Company's business and results of operations. Additionally, failure to protect the brand from infringers or to grow or maintain the value of the Harley-Davidson brand may have a material adverse effect on the Company's business and results of operations. Further, third-parties with whom the Company has business relationships or that have, or are perceived to have, close ties to the brand, including its employees, dealers, brand ambassadors and influencer network, may fail to represent the brand in a manner consistent with the Company's brand image or act in a manner that harms the Company's reputation, which could cause immediate harm to the Company's reputation and brand. The reputations of the Company's employees, dealers, brand ambassadors and influencer network could negatively impact how consumers view the Company's products or brand. The use of online media by the Company, its brand ambassadors, its influencer network, and its consumers has increased the risk that its brand and reputation could be negatively impacted. The speed and reach of information dissemination have drastically increased with the use of online media. The dissemination of information via online media has given users the ability to organize collective actions such as boycotts and other brand-damaging behaviors more effectively and could harm the Company's brand or business, regardless of the information's accuracy. The harm may be immediate, without affording the Company an opportunity for redress or correction, which may have an adverse effect on the Company's business, financial condition and results of operations. In addition, an increase in the use of online media for product promotion and marketing may increase the burden on the Company to monitor compliance of such materials and increase the risk that such materials could contain problematic product or marketing claims in violation of applicable regulations. The Company's reputation may also be adversely affected by inappropriate use of its marks or name, including potential negative publicity, loss of confidence or other damage to the Company's image due to licensed use and/or unlicensed use. Additionally, third parties may challenge the Company's intellectual property or allege that the Company infringes or misappropriates intellectual property of the third parties. The Company may incur substantial costs to enforce or defend the Company's intellectual property or to defend the Company against allegations of infringement or misappropriation. If the outcome of any such enforcement or defense is unfavorable to the Company, its brand could be adversely affected.
- **Activist shareholders or activist campaigns could cause the Company to incur substantial costs, hinder the development of the Company's new strategic plan or have other adverse impacts on the Company.** The Company may receive proposals from shareholders requesting certain corporate actions that may not align with the Company's business strategies or the interests of the Company's other shareholders. Additionally, the Company may be the target of activist campaigns aimed at pressuring the Company to take actions that do not align with the Company's business strategies or the interests of the Company's shareholders, which can be costly and time-consuming. These activities may disrupt the Company's operations by diverting the Board's and management's attention and resources, and may negatively impact the reputation of the Company, its operating results, or its ability to attract or retain investors, customers, and employees. For example, in April 2025, one of the Company's largest shareholders at that time, H Partners, launched an activist campaign during the proxy season in which it expressed disagreement with certain actions by specific members of the Company's Board of Directors and senior management. Although the Company prevailed in the proxy contest, it required the Company to retain advisors, including legal, financial and public relations, at significant cost and required significant time and attention from the Board of Directors and management.
- **The timing and amount of the Company's share repurchase strategy are subject to a number of uncertainties.** The Company previously announced its plan to repurchase \$1 billion of its common stock on a discretionary basis between the third quarter of 2024 and the end of 2026. The amount and timing of share repurchases are based on a variety of factors that could cause the Company to limit, suspend or delay future stock repurchases. Such factors

include but are not limited to: (i) unfavorable market and economic conditions, (ii) the trading price of its common stock, (iii) the nature and magnitude of other investment opportunities available to the Company from time to time, (iv) legal constraints on trading at certain times; and (v) the availability of cash. Delaying, limiting or suspending the Company's stock repurchase program may negatively affect performance versus earnings per share targets, and ultimately its stock price.

- **The LiveWire segment is an emerging entrant in the electric vehicle sector and may not be able to adequately control the costs of its operations, generate sufficient cash flows or obtain sufficient funding independent of the Company to sustain its operations, and there is no assurance that LiveWire will be able to successfully manage these risks.** The Company maintains a controlling equity ownership of LiveWire as a separate business and significant ongoing commercial relationships with it. There are no assurances that LiveWire will be able to execute its business plans and strategies. The Company's ability to realize the desired business benefits from LiveWire will be affected by, among other factors: (i) LiveWire's expectation of significant expenses and continuing losses for several years until the demand exists for its electric vehicles resulting in significant sales, which may occur later than expected or not at all; (ii) the ability of LiveWire to obtain sufficient funding from sources other than the Company to sustain its operations; (iii) the ability of LiveWire to achieve profitability, which is dependent on the successful development and commercial introduction and acceptance of its electric vehicles, and its services, which may not occur; (iv) the ability of LiveWire to adequately control the costs of its operations; (v) competition in the electric vehicle sector, including the products and services of LiveWire; (vi) LiveWire's dependency on its ability to develop, maintain and strengthen its brand, which may impact its ability to build a critical mass of customers; (vii) the ability of LiveWire to execute on its plans to develop, produce, market and sell its electric vehicles; (viii) the willingness and ability of LiveWire's retail partners, largely drawn from the Company's traditional motorcycle dealer network, to be able to effectively establish and maintain relationships with retail customers for electric vehicles; and (ix) the ability of LiveWire to adapt its long-term strategy and product offerings to align with evolving customer preferences and broader electric vehicle trends, including the slower than anticipated adoption of electric vehicles given a lack of government incentives, less favorable regulatory environment and slower expansion of charging infrastructure. If LiveWire is unable to successfully manage these risks, it may adversely affect the business and results of the Company's operations.
- **The Company's insurance coverage strategy may not be adequate to protect it from all business risks.** The Company may be subject, in the ordinary course of business, to losses resulting from product liability or other litigation, accidents, cybersecurity incidents, acts of God and other claims against it, for which the Company may have no insurance coverage or insufficient insurance coverage. Additionally, the Company may be subject to losses imputed onto the Company because of acts and inadequate insurance coverage and/or capitalization of suppliers and providers. The Company's policies may include significant deductibles or self-insured retentions, policy limitations and exclusions. Therefore, the Company cannot be certain that its insurance coverage will be sufficient to cover all future losses or claims against it. A loss that is uninsured or that exceeds policy limits may require the Company to pay substantial amounts, which may harm the Company's financial condition and operating results.
- **The Company may not realize the desired benefits from the strategic transaction between HDFS and its strategic partners, KKR and PIMCO.** During 2025, HDFS (i) sold to KKR and PIMCO a collective 9.8% of its common equity interest, (ii) sold to KKR and PIMCO the majority of its existing gross consumer retail loan receivables, including those held in securitized trusts, and (iii) began to sell up to two-thirds of HDFS's on-going retail loan originations. Harley-Davidson Credit Corp., a subsidiary of HDFS, also completed the sale of a portion of HDCC's promissory notes and security agreements portfolio to KKR Morrow Trust and HDL Trust. These strategic transactions may involve significant challenges and risks, including: (i) limiting HDFS's ability to enter into other strategic transactions, such as with another third-party investor; (ii) adding complexities to HDFS's business operations; (iii) requiring significant attention from HDFS's management; and (iv) increasing governmental or regulatory issues for HDFS and the Company. There is no assurance that the Company will realize the desired financial or other benefits from these strategic transactions, including those related to HDFS's capital structure.

Financial Risks

- **The HDFS segment is exposed to credit risk on its retail and wholesale finance receivables.** Credit risk is the risk of loss arising from a failure by a customer, including the Company's dealers, to meet the terms of any contract with HDFS. Wholesale and retail credit losses are influenced by general business and economic conditions, including inflation, unemployment rates, bankruptcy filings, recessionary conditions and other factors that negatively affect household incomes, as well as contract terms and customer credit profiles. These credit losses are also influenced by the markets for new and used motorcycles, and the Company and its dealers can and do take actions that impact those markets. For example, the introduction of new models by the Company that represent significant upgrades on

previous models may result in increased supply or decreased demand in the market for used Harley-Davidson branded motorcycles, including those motorcycles that serve as collateral or security for credit that HDFS has extended. This in turn could adversely impact the prices at which repossessed motorcycles may be sold, which may lead to increased credit loss rates for HDFS. Further, even when HDFS does exercise its rights to seek repossession of collateral, there is no assurance that a motorcycle will be successfully repossessed, which also may lead to increased credit loss rates for HDFS. Negative changes in general business, economic or market factors may have an additional adverse impact on the Company's financial services credit losses and future earnings. HDFS's retail credit losses have changed, and the Company believes they will continue to change over time due to changing consumer credit behavior, macroeconomic conditions including the impact of inflation and HDFS's efforts to increase prudently structured loan approvals to sub-prime borrowers. In addition, HDFS's efforts to adjust underwriting criteria based on market and economic conditions and actions that the Company has taken and could take that impact motorcycle values may impact HDFS's retail credit losses.

- **The Company is exposed to market risk from changes in foreign currency exchange rates, commodity prices and interest rates.** The Company sells its products globally and in most markets outside the U.S. those sales are made in the foreign country's local currency. As a result, a weakening in those foreign currencies relative to the U.S. dollar can adversely affect the Company's revenue and margin, and cause volatility in its results of operations. Furthermore, many competitors headquartered outside the U.S. experience a financial benefit from a strengthening in the U.S. dollar relative to their home currency that can enable them to reduce prices to U.S. consumers. The Company is also subject to risks associated with changes in prices of commodities. Earnings from the Company's financial services business are affected by changes in interest rates. When benchmark interest rates are high when compared with the past periods of low benchmark interest rates, rates available to consumers for new vehicle financing are high as well, which makes the Company's motorcycles relatively less affordable to customers and can steer customers to less expensive motorcycles that would be less profitable for the Company, adversely affecting the Company's financial condition and operating results. Additionally, if consumer interest rates increase substantially or if financial service providers, including Harley-Davidson Financial Services, tighten lending standards or restrict their lending to certain classes of credit, customers may not desire or be able to obtain financing to purchase the Company's motorcycles. The effects of inflation on the discretionary income of consumers, together with elevated interest rates relative to recent years, have adversely influenced both our dealers and consumers. This has resulted in reduced demand for our products. A further substantial increase in customer interest rates or tightening of lending standards could have a material adverse effect on the Company's business, prospects, financial condition and operating results. Although the Company uses derivative financial instruments to some extent to manage a portion of its exposure to foreign currency exchange rates, commodity prices and interest rate risks, the Company does not attempt to manage its entire expected exposure, and these derivative financial instruments generally do not extend beyond one year, except for the Company's cross-currency swaps related to foreign denominated debt, the duration of which corresponds with the duration of the hedged debt, and may expose the Company to credit risk in the event of counterparty default to the derivative financial instruments. There can be no assurance that in the future the Company will successfully manage these risks.
- **The HDFS segment is dependent on accessing capital markets to fund operations at competitive interest rates, the Company's access to capital and its cost of capital are highly dependent upon its credit ratings, and any negative credit rating actions may adversely affect its earnings and results of operations.** Liquidity is essential to the Company's financial services business. Disruptions in financial markets may cause lenders and institutional investors to reduce or cease to loan money to borrowers, including financial institutions. The Company's HDFS segment may be negatively affected by difficulty in raising capital in the long-term and short-term capital markets. These negative consequences may in turn adversely affect the Company's business and results of operations in various ways, including through higher costs of capital and reduced funds available through its HDFS segment to provide loans to dealers and their retail customers. Additionally, the ability of the Company and its HDFS segment to access unsecured capital markets is influenced by their short-term and long-term credit ratings. If the Company's credit ratings are downgraded or its ratings outlook is negatively changed, then the Company's cost of borrowing could increase, which may result in reduced earnings and reduced interest margins, and the Company's access to capital may be disrupted or impaired.

Legal, Regulatory & Compliance Risks

- **Geopolitical conflicts and tensions have impacted the global economy, leading to the implementation of tariffs and additional trade restrictions and may significantly impact the Company's operations and financial performance.** In

January 2025, the global tariff landscape began to quickly change with the U.S. implementing tariffs on various foreign countries, either generally or with respect to certain products, and certain of those foreign countries implementing rebalancing tariffs on the U.S., either generally or with respect to certain products. In certain circumstances, the U.S. and certain foreign countries temporarily suspended tariffs they had recently implemented, either in whole or in part. The U.S. continues to implement new, reinstated or adjusted tariffs, and the Company expects that it will continue with this practice. Foreign countries subject to these U.S. tariffs continue to implement new, reinstated or adjusted rebalancing tariffs, and the Company expects that foreign countries will continue with that practice. The U.S. and foreign countries may also amend, suspend or withdraw their respective tariffs at any time. New or increased tariffs are expected to negatively impact the Company's ability to sell products domestically and internationally at or near current prices as tariffs impact the cost of raw materials, components and motorcycles.

For example, in 2018, the United States imposed tariffs on steel and aluminum imports from the European Union. In response, the EU enacted incremental rebalancing tariffs of 25% on selected goods imported into the EU, including non-electric motorcycles. Beginning in April 2021, these tariffs were applied to the Company's motorcycles manufactured in the U.S. and Thailand, resulting in a total duty of 31% upon importation to the EU. The EU suspended the 25% rebalancing tariffs in October 2021 pending ongoing negotiations with the U.S., and this suspension was further extended for six months on August 5, 2025. The EU continues to evaluate the status of this suspension as trade discussions with the United States evolve. The Company is unable to predict the final outcome of these developments or their potential impact on rebalancing or future tariffs.

These tariffs have impacted the cost of motorcycles and could increase the cost of components and materials used to make the Company's motorcycles and other products. Higher production costs could make the Company's motorcycles and other products less affordable for consumers, both in the U.S. and in foreign countries, and negatively impact consumer demand. The Company may not be able to mitigate the effects of these tariffs which could negatively impact the Company's operations and financial performance.

- **The Company must comply with governmental laws and regulations that are subject to change and involve significant costs.** The Company's sales and operations in areas outside the U.S. are subject to foreign laws, regulations and the legal systems of foreign courts or tribunals. These laws and policies governing operations of foreign-based companies may result in increased costs or restrictions on the ability of the Company to sell its products in certain countries. U.S. laws and policies affecting foreign trade and taxation may also adversely affect the Company's international sales operations.

The Company's U.S. sales and operations are subject to governmental policies and regulatory actions of agencies of the United States Government, including the United States Environmental Protection Agency (EPA), SEC, National Highway Traffic Safety Administration, U.S. Department of Labor and Federal Trade Commission. In addition, the Company's sales and operations are also subject to laws and actions of state legislatures and other local regulators, including dealer statutes and licensing laws. Changes in regulations, changes in interpretations of regulations by governmental agencies, or the imposition of additional regulations may have a material adverse effect on the Company's business and results of operations.

Tax – The Company is subject to income and non-income based taxes in the U.S. federal and state jurisdictions and in various foreign jurisdictions. Significant judgment is required in determining the Company's worldwide income tax liabilities and other tax liabilities. The Company believes that it complies with applicable tax laws. If the governing tax authorities have a different interpretation of the applicable laws or if there is a change in tax laws, the Company's financial condition and/or results of operations may be adversely affected. To the extent there are considerable changes to tax laws, the Company may need to readjust its tax strategy, and may not be able to take full advantage of, or fully mitigate the adverse impacts of, such changes.

Environmental – Many of the Company's products are subject to statutory and regulatory requirements governing emissions, noise and other matters, including standards imposed by the EPA, state regulatory agencies, such as the California Air Resources Board, and regulatory agencies in certain foreign countries where the Company's motorcycle products are sold. The Company is also subject to statutory and regulatory requirements governing emissions and noise in the conduct of the Company's manufacturing operations. Any significant change to the regulatory requirements governing emissions and noise may substantially increase the cost of manufacturing the Company's products. If the Company fails to meet existing or new requirements, then the Company may be unable to produce and sell certain products or may be subject to fines or penalties.

Electric Vehicles - The Company's LiveWire segment is subject to substantial regulation. Unfavorable changes to, or failure to comply with, current or future regulations could substantially harm the Company's business and its operating results. Increased environmental, safety, emissions or other regulations may result in higher costs, cash

expenditures and/or sales restrictions. Regulations related to the electric vehicle industry and alternative energy are currently evolving and the Company's LiveWire segment faces risks associated with changes to these regulations, such as: (i) the imposition of a carbon tax or the introduction of a cap-and-trade system on electric utilities, either of which could increase the cost of electricity and thereby the cost of operating an electric vehicle; (ii) new state regulations of electric vehicles fees could discourage consumer demand for electric vehicles; (iii) the increase of subsidies for alternative fuels such as corn and ethanol could reduce the operating cost of vehicles that use such alternative fuels and gasoline, and thereby reduce the appeal of electric vehicles; (iv) revocation of or discontinuation of or lack of federal and/or state incentives or subsidies for the manufacture, sale or purchase of electric vehicles which could reduce the appeal of electric vehicles; (v) changes to the regulations governing the sourcing, assembly, transportation, and labeling of battery cells (such as the Batteries Regulation in the EU and related secondary legislation) could increase the cost of battery cells or make such commodities more difficult to obtain; (vi) changes in regulation, for example relating to the noise required to be emitted by electric vehicles, may impact the design or function of electric vehicles, and thereby lead to decreased consumer appeal; (vii) changes in regulations governing the range and miles per gallon of gasoline equivalent calculations could lower LiveWire's electric vehicles' ratings, making electric vehicles less appealing to consumers; and (viii) the amendment or rescission of the CAFE standards could reduce new business opportunities for the LiveWire business. To the extent compliance with new regulations is cost prohibitive, the Company's business, prospects, financial condition and operating results could be materially and adversely affected.

Financial Services – The HDFS segment is governed by a wide range of U.S. federal and state and foreign laws that regulate financial and lending institutions, and financial services activities. In the U.S. for example, these laws include the federal Truth-in-Lending Act, Equal Credit Opportunity Act, Fair Credit Reporting Act, the Servicemembers Civil Relief Act, the unfair, deceptive and abusive practices (UDAAP) provisions of the Dodd-Frank Wall Street Reform and Consumer Protection Act, and the consumer data privacy and security provisions of the Gramm-Leach Bliley Act. HDFS operations originate the majority of its consumer loans through its subsidiary, Eaglemark Savings Bank, a Nevada state thrift chartered as an Industrial Loan Company. U.S. federal and state bodies may in the future impose additional laws, regulations and supervision over the financial services industry, and priorities of federal and state regulators can be subject to change.

Violations of, or non-compliance with, relevant laws and regulations may limit the ability of HDFS to collect all or part of the principal or interest on applicable loans, may entitle the borrower to rescind the loan or obtain a refund of amounts previously paid, could subject HDFS to payment of damages, civil fines, or criminal penalties and administrative sanctions and could limit the number of loans eligible for HDFS securitization programs or that may be available to sell to its strategic partners. Such regulatory requirements and associated supervision also could limit the discretion of HDFS in operating its business, such as through the suspension or revocation of any charter, license or registration at issue, as well as the imposition of administrative sanctions, including "cease and desist" orders. The Company cannot assure that the applicable laws or regulations will not be amended or construed in ways that are adverse to HDFS, that new laws and regulations will not be adopted in the future, or that laws and regulations will not attempt to limit the interest rates or convenience fees charged by HDFS, any of which may adversely affect the business of HDFS or its results of operations.

The Dodd-Frank Wall Street Reform and Consumer Protection Act (Dodd-Frank Act) is a sweeping piece of legislation impacting financial services and the full effect continues to evolve as regulations that are intended to implement the Dodd-Frank Act are adopted, and the text of the Dodd-Frank Act is analyzed by stakeholders and the courts. The Dodd-Frank Act also created the Consumer Financial Protection Bureau (the Bureau). The Bureau has significant enforcement and rule-making authority in the area of consumer financial products and services. The direction that the Bureau will take, the regulations it will adopt, and its interpretation of existing laws and regulations are all elements that are not yet fully known and subject to change. Given the fact that a single director leads the Bureau, and the director is subject to at-will removal by the President, the strategic direction and priorities of the Bureau can be subject to volatile swings upon changes in presidential administrations. The Bureau and the Federal Trade Commission ("FTC") regularly investigate the products, services and operations of those engaged in vehicle finance activities. As a result of such investigations, both the Bureau and the FTC have announced various enforcement actions against lenders and servicers in the past few years involving significant penalties, consent orders, cease and desist orders and similar remedies that, if applicable to the Company or the products and services the Company offers, may require the Company to cease or alter certain business practices, which could have a material adverse effect on the Company's results of operations, financial condition, and liquidity. Compliance may be costly and could affect operating results as the implementation of new forms, processes, procedures and controls and infrastructure may be required. Compliance may create operational constraints and place limits on pricing. Failure to comply, as well as changes to laws and regulations, or the imposition of additional laws and regulations, could affect HDFS's

earnings, limit its access to capital, limit the number of loans eligible for HDFS securitization programs or sale to its strategic partners and have a material adverse effect on HDFS' business and results of operations. The Bureau also has supervisory authority over certain non-bank larger participants in the vehicle financing market, which includes a non-bank subsidiary of HDFS, allowing the Bureau to conduct comprehensive and rigorous on-site examinations that could result in enforcement actions, fines, changes to processes and procedures, product-related changes or consumer refunds or other actions.

- **Regulations related to materials that the Company purchases to use in its products could cause the Company to incur additional expenses and may have other adverse consequences.** Laws or regulations impacting the Company's supply chain, such as the UK Modern Slavery Act and the Uyghur Forced Labor Prevention Act, could affect the sourcing and availability of some of the raw materials that the Company uses in the manufacturing of its products and the apparel and licensing products sourced from its suppliers. The Company's supply chain is complex, and if it is not able to fully understand its supply chain and effectively mitigate any issues, then the Company may face reputational challenges with customers, investors, regulators or others and other adverse consequences. For example, many countries in which the Company distributes its products are introducing regulations that require knowledge and disclosure of virtually all materials and chemicals in the Company's products. Accordingly, the Company could incur significant costs related to the process of complying with these laws, including potential difficulty or added costs in satisfying the disclosure requirements.
- **The Company is subject to anti-corruption, anti-bribery, anti-money laundering, financial and economic sanctions and similar laws, and noncompliance with such laws can subject the Company to administrative, civil and criminal fines and penalties, collateral consequences, remedial measures and legal expenses, all of which could adversely affect the Company's business, results of operations, financial condition and reputation.** The Company is subject to anti-corruption, anti-bribery, anti-money laundering and similar laws and regulations in various jurisdictions in which it conducts or in the future may conduct activities, including the U.S. Foreign Corrupt Practices Act (FCPA), the U.K. Bribery Act 2010 (the U.K. Bribery Act), and other anti-corruption laws and regulations. Due to Russia's invasion of Ukraine, the U.S., in coordination with the United Kingdom and the European Union, among others, has implemented sanctions and export control measures targeting Russia, Belarus, and Russian-controlled regions of Ukraine (Crimea, the so-called Donetsk People's Republic, and Luhansk People's Republic). These measures include prohibitions on the export, re-export, or transfer of luxury goods, among other products, to Russia and Belarus, including motorcycles, motorcycle parts and accessories, and leather goods. A violation of these laws or regulations could adversely affect our business, results of operations, financial condition and reputation. The Company's policies and procedures designed to ensure compliance with these regulations may not be sufficient and its directors, officers, employees, representatives, consultants, agents, and business partners could engage in improper conduct for which the Company may be held responsible.

The Company's business also must be conducted in compliance with applicable economic and trade sanctions laws and regulations, such as those administered and enforced by the U.S. Department of Treasury's Office of Foreign Assets Control, the U.S. Department of State, the U.S. Department of Commerce, the United Nations Security Council and other relevant sanctions authorities. The Company's global operations expose the Company to the risk of violating, or being accused of violating, anti-corruption laws and economic and trade sanctions laws and regulations. The Company's failure to comply with these laws and regulations may expose it to reputational harm as well as significant penalties, including criminal fines, imprisonment, civil fines, disgorgement of profits, injunctions and debarment from government contracts, as well as other remedial measures. Investigations of alleged violations can be expensive and disruptive. Despite the Company's compliance efforts and activities, it cannot assure compliance by its employees or representatives for which it may be held responsible, and any such violation could materially adversely affect the Company's reputation, business, prospects, financial condition and operating results.

Non-compliance with anti-corruption, anti-bribery, anti-money laundering or financial and economic sanctions laws could subject the Company to whistleblower complaints, adverse media coverage, investigations and severe administrative, civil and criminal sanctions, collateral consequences, remedial measures and legal expenses, all of which could materially and adversely affect our business, prospects, financial condition and operating results. In addition, changes in economic sanctions laws in the future could adversely impact the Company's business and investments in its common stock.

- **The Company's operations may be affected by greenhouse gas emissions and climate change and related regulations.** There are significant legislative and regulatory efforts to limit greenhouse gas emissions. The U.S. Congress has previously considered and may in the future implement restrictions on greenhouse gas emissions. In addition, several U.S. states, including states where the Company has manufacturing facilities, have previously

considered and may in the future implement greenhouse gas registration and reduction programs. Energy security and availability and its related costs affect all aspects of the Company's manufacturing operations worldwide, including the Company's supply chain and contract manufacturers. The Company's manufacturing facilities use energy, including electricity and natural gas, and certain of the Company's facilities emit amounts of greenhouse gas that may be affected by these legislative and regulatory efforts. Greenhouse gas regulation could increase the price of the electricity the Company purchases, increase costs for use of natural gas, potentially restrict access to or the use of natural gas, require the Company to purchase allowances to offset the Company's own emissions or result in an overall increase in costs of raw materials, any one of which could increase the Company's costs, reduce competitiveness in a global economy or otherwise negatively affect the Company's business, operations or financial results. Many of the Company's suppliers face similar circumstances. Physical risks to the Company's business operations as identified by the Intergovernmental Panel on Climate Change and other expert bodies include scenarios such as sea level rise, extreme weather conditions and resource shortages. Extreme weather may disrupt the production and supply of component parts or other items, such as natural gas, a fuel necessary for the manufacture of motorcycles and their components. Supply disruptions would raise market rates and jeopardize the continuity of motorcycle production.

Further, in response to concerns about global climate changes and related changes in consumer preferences, the Company is likely to face greater regulatory pressure to develop products that generate less emissions and to generate less emissions in all phases of its operations. For example, both the United Kingdom (UK) and EU passed legislation in 2022, which each subsequently revised, to end new fossil fuel car sales by 100% by 2035 in the UK and by 90% by 2035 in the EU. While these laws target fossil fuel cars, the ongoing concerns about global climate and related changes in consumer preferences could lead to a similar ban on internal combustion engines for motorcycles, which would have a material adverse effect on the Company's business and results of operations. Additionally, in the near term, the Company will not be primarily focused on electric vehicles but will be channeling its focus in this area through its majority investment in LiveWire Group, Inc. As a result, the separation of the LiveWire business may adversely affect the Company's efforts to develop electric vehicles outside of the LiveWire business, at least in the near term, and that could have longer-term negative impacts on the Company's ability to offer electric vehicles in response to pressure to develop products that generate less emissions.

General Risks

- **Changes in general economic and business conditions, tightening of credit and retail markets, political events or other factors may adversely impact dealers' retail sales.** The motorcycle industry is impacted by general economic conditions over which motorcycle manufacturers have little control. These factors can weaken the retail environment and lead to weaker demand for discretionary purchases, such as the Company's motorcycles. Weakened economic conditions in certain business sectors and geographic areas can also: (i) result in reduced demand for the Company's products; (ii) negatively impact the business performance and operations of the Company's network of independent dealerships; and (iii) negatively impact the business performance and operations of the Company's suppliers, all of which may negatively impact the financial performance and operations of the Company. Tightening of credit can limit the availability of funds from financial institutions and other lenders and sources of capital which could adversely affect the ability of: (i) retail consumers to obtain loans for the purchase of motorcycles from lenders; and (ii) the Company's independent dealers and suppliers, and HDFS, to effectively operate their businesses. For example, recent macroeconomic conditions have impacted the Company's customers globally, with inflationary pressures creating affordability challenges and high interest rates contributing to delays in customers' decisions to upgrade to new models, which adversely impact dealers' retail sales and the Company's results of operations.
- **Geopolitical conditions, including regional conflicts, terrorism, war, and international disputes could cause damage or disruption to commerce and the economy, and thus have a material adverse effect on the Company's financial condition and operating results.** The Company operates around the world in various geographic regions and is subject to global events that are beyond its control. The motorcycle industry can also be affected by regional conflicts and other factors over which motorcycle manufacturers have little control. For example, the ongoing conflict between Russia and Ukraine has led to an unprecedented expansion of sanctions programs imposed by the United States, European Union, United Kingdom, Canada, Switzerland, Japan and other countries against Russia, Belarus, the Crimea Region of Ukraine, the so-called Donetsk People's Republic and Luhansk People's Republic.

Further, ongoing regional conflicts, including the military conflict between Israel and Hamas, a U.S. designated Foreign Terrorist Organization and the risk of increased tensions between, for example, China and Taiwan and the U.S. and the EU, could result in increased pressure on our supply chain, which could increase the cost of

manufacturing. The Company has a number of suppliers in China, and a conflict between China and Taiwan may impact the Company's supply chain. The EU is the Company's second largest sales region, and escalated tensions between the U.S. and the EU could impact demand for the Company's motorcycles in that region. The length, impact and outcome of international conflicts are highly unpredictable, and such conflicts could lead to significant volatility in commodity prices and supply and prices of energy resources, instability in financial markets, supply chain interruptions, political and social instability, changes in consumer or purchaser preferences as well as increases in cyberattacks and espionage, which could impact the Company's financial condition and operating results.

- **The Company is and may in the future become subject to legal proceedings and commercial or contractual disputes.** Potential future lawsuits or other claims, or future adverse developments associated with existing unresolved lawsuits and other claims, may harm the Company's business, financial condition, reputation and brand. The defense of these lawsuits or other claims may result in the expenditure of significant financial resources and the diversion of management's time and attention away from business operations. An increase in the number of nuclear jury verdicts and overall amounts of jury awards may also increase the costs of defense, insurance and award payments, and may also encourage plaintiffs to initiate more lawsuits and higher settlement demands regardless of the merits of their claims. The Company may be required to make payments in connection with the resolution of lawsuits or other claims by settlement or otherwise, and any such payment or associated costs may have a material adverse effect on the Company's business and results of operations.

The Company disclaims any obligation to update these risk factors or any other forward-looking statements. The Company assumes no obligation, and specifically disclaims any such obligation, to update these risk factors or any other forward-looking statements to reflect actual results, changes in assumptions or other factors affecting such forward-looking statements.

Item 1B. Unresolved Staff Comments

None.

Item 1C. Cybersecurity

Risk Management and Strategy

The Company has implemented policies and procedures that are intended to manage and reduce cybersecurity risks. Material risks from cybersecurity threats are managed across HDMC, HDFs, LiveWire and third-party suppliers and vendors. Cybersecurity risks and threats are monitored by the Company's Corporate Information Security Office and routinely discussed with senior management across the Company. Cybersecurity risks are identified and assessed through third-party assessments, IT security assessments, audits conducted by Internal Audit and risk and compliance reviews. Additionally, as part of the Company's cybersecurity risk management process, tabletop exercises are conducted at the technical and management levels. During these tabletop exercises, cybersecurity incidents are simulated, aimed at ensuring the Company is prepared in the event of a cybersecurity incident and to help identify areas of improvement for the cybersecurity program.

The Company takes measures to regularly update and continuously improve its cybersecurity program, including conducting independent program assessments, performing penetration testing and scanning the Company's systems for vulnerabilities using external third-party tools and techniques to test security controls, auditing applicable data policies and monitoring emerging laws and regulations related to information security. The Company also periodically engages third-party consultants to assist in assessing and enhancing its cybersecurity program. The Company has implemented risk-based controls to protect its information, customer information, third-party information, its information systems and its business operations. The Company follows the National Institute of Standards and Technology (NIST) Cybersecurity Framework and has adopted security-control principles based on NIST, other industry-recognized standards and contractual requirements, as required.

With respect to third parties, the Company's cybersecurity program includes a cybersecurity supply chain risk management component aimed at identifying and mitigating risks from vendors, suppliers, and other third-parties. The supply chain risk management program is integrated into the Company's procurement workflow and includes conducting due diligence on select suppliers, vendors and other third parties. The cybersecurity risks of the vendor, supplier or other third party are evaluated by the Corporate Information Security Office when assessing the engagement and determining the appropriate oversight of the vendor, supplier or other third party. The Company also contractually requires suppliers, vendors and other third parties with access to its information technology systems, sensitive business data or personal information to implement and maintain appropriate security controls and contractually restricts their ability to use the Company's data, including personal information, for purposes other than to provide services to the Company, except as required by law. To oversee the risks associated with these service providers, the Company works with suppliers, vendors and other third parties

to help ensure that their cybersecurity protocols are appropriate to the risk presented by their access to or use of the Company's systems and/or data, including notification and coordination concerning incidents occurring on third-party systems that may affect the Company.

The Company's cybersecurity program also includes a cybersecurity training component. All employees are required to complete annual cybersecurity training focused on helping the workforce recognize cyber threats and scams, avoid falling victim to threats and scams, and report potential threats and scams. In addition, periodic cybersecurity awareness messages are posted on the Company portal. To reinforce these practices, the Company conducts routine phishing simulations across the organization to test employee awareness and provides targeted follow-up training, where needed.

While the Company has experienced, and may in the future experience, cybersecurity incidents, prior incidents have not materially affected the Company's business, results of operations or financial condition. Although the Company has invested in the protection of its data and information technology and monitors its systems on an ongoing basis, there can be no assurance that such efforts will in the future prevent material compromises to Company information technology systems that could have a material adverse effect on the Company's business. For additional information, refer to "A significant cybersecurity incident or data privacy breach may adversely affect the Company's reputation, revenue and earnings," in *Item 1A. Risk Factors*.

Governance

The Audit and Finance Committee, consisting entirely of independent directors and on behalf of the Board of Directors, has oversight responsibility for enterprise risk and enterprise risk management systems for the Company, including cybersecurity risks. The Committee reports on its activities related to risk oversight to the full Board at least quarterly. The Audit and Finance Committee is actively involved in reviewing the Company's information security and technology risks and opportunities, including cybersecurity, and discusses these topics on a regular basis. The Audit and Finance Committee also receives updates on a quarterly basis from senior management, including the Chief Information Security Officer (CISO) regarding cybersecurity matters. These updates include cybersecurity risks, mitigation and status of cybersecurity risks, cybersecurity incidents (if any), cybersecurity initiatives and cybersecurity industry news and trends. In the event of a potentially material cybersecurity event, the Chairman of the Board and the Chair of the Audit and Finance Committee will be notified and briefed. If appropriate, the Audit and Finance Committee and/or full Board of Directors would be notified and briefed, which may include holding a meeting or meetings to discuss and be briefed on the event.

The Company's cybersecurity program is led by the CISO who is responsible for assessing and managing the Company's data privacy function and information security and technology risks, including cybersecurity. In October 2025, the person serving as CISO left the Company. The Chief Digital and Operations Officer assumed the responsibilities of Acting CISO from October until his departure from the Company on December 31, 2025. The Company's IT Security Manager is serving as acting CISO, executing all the responsibilities of the CISO, while the Company conducts a search to fill the position. The Company's IT Security Manager has over 20 years of experience in Information Technology, including 13 years focused on cybersecurity and regulatory compliance, with leadership roles spanning Enterprise Security Architecture, Security Operations and Incident Response, Cybersecurity Engineering, and Application Security. This background includes developing and executing security strategies, managing incident prevention and response, and leading operational risk programs. The CISO reports to our Chief Legal, Compliance and Corporate Affairs Officer, who has been providing legal support to the Company's Corporate Information Security Office for over 9 years.

At the management level, the Company has established a Cyber Incident Review Committee consisting of senior executives including the Chief Legal, Compliance and Corporate Affairs Officer, Chief Financial Officer, Chief Accounting Officer, Chief Communications Officer, Chief Marketing and Technology Officer, Director of Internal Audit and Deputy General Counsel, that meets regularly with the CISO to ensure identified issues are addressed expeditiously and reported to the appropriate regulatory agencies as required. In addition, the CISO escalates issues determined to be significant to the Chief Legal Officer in accordance with the Company's incident response processes.

Item 2. Properties

A summary of the principal operating properties of the Company as of December 31, 2025 is as follows:

Type of Facility	Location	Status
HDMC:		
Corporate office	Milwaukee, WI	Owned
Product development center	Wauwatosa, WI	Owned
Manufacturing - Motorcycle powertrain production	Menomonee Falls, WI	Owned
Manufacturing - Motorcycle components parts production and painting	Tomahawk, WI	Owned
Manufacturing - Motorcycle parts fabrication, painting and assembly	York, PA	Owned
Manufacturing - Motorcycle production for selected markets and models	Rayong, Thailand	Owned
Manufacturing - Motorcycle assembly for Brazilian market	Manaus, Brazil	Leased
HDFS:		
Corporate and retail operations office	Reno, NV	Leased
Wholesale and retail operations office	Plano, TX	Leased
LiveWire:		
Corporate office and product development center	Milwaukee, WI	Owned
LiveWire Labs - Customer experience center	Malibu, CA	Leased
LiveWire Labs - Retail operations	Carson, CA	Leased
STACYC - Corporate office and research and development activities	Fort Worth, TX	Leased

The Company has one Corporate office and one Product development center which include separate spaces for HDMC and LiveWire operations. LiveWire motorcycles and components are manufactured at the HDMC U.S. manufacturing locations.

Item 3. Legal Proceedings

Refer to *Note 15 of the Notes to Consolidated financial statements* for a discussion of certain legal proceedings in which the Company is involved.

H-D Japan Matter - As reported, on or about July 30, 2024, the Fair Trade Commission in Japan ("Japan FTC") initiated an investigation into Harley-Davidson Japan KK ("H-D Japan"), a subsidiary of the Company, for alleged improper activity, including setting excessive sales quotas for H-D Japan's motorcycle dealers. H-D Japan is cooperating with the Japan FTC in its investigation. The Company does not expect that this matter will result in material costs in the future. The Company is not aware of activity similar to the alleged activity occurring outside Japan.

Item 4. Mine Safety Disclosures

Not Applicable.

PART II

Item 5. Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities

Harley-Davidson, Inc. common stock is traded on the New York Stock Exchange under the trading symbol HOG. As of January 30, 2026, there were 58,612 shareholders of record of Harley-Davidson, Inc. common stock.

On November 5, 2025, the Company entered into an accelerated share repurchase agreement (ASR) with Goldman Sachs & Co. LLC (Goldman) to repurchase an aggregate of \$200 million of the Company's shares of common stock. Under the ASR, the Company paid \$200 million to Goldman and received an initial delivery of 6,291,781 shares of the Company's common stock on November 6, 2025, representing 80% of the payment amount divided by the Company's closing share price on November 5, 2025.

On February 13, 2026, Goldman settled the ASR by delivering 3,147,971 shares of the Company's common stock, resulting in a total delivery of 9,439,752 shares under the \$200 million ASR, with the initial delivery treated as shares repurchased in 2025 and the remaining shares treated as shares repurchased in 2026. The total number of shares purchased by the Company pursuant to the ASR was based on the volume-weighted average price of the Company's common stock, less a discount, during the repurchase period. The amount delivered on February 13, 2026 represents the difference between the initially delivered shares and the total number of shares purchased.

The Company's share repurchases, which consisted of discretionary share repurchases, including 6,291,781 shares repurchased pursuant to the ASR in 2025, and shares of common stock that employees surrendered to satisfy withholding taxes in connection with the vesting of restricted stock units and performance shares were as follows during the quarter ended December 31, 2025:

Fiscal Month	Total Number of Shares Purchased	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Maximum Number of Shares that May Yet Be Purchased Under the Plans or Programs
October 1 to October 31	2,244	\$ 27	2,244	29,686,492
November 1 to November 30	6,291,781	\$ 25	6,291,781	23,394,711
December 1 to December 31	11	\$ 22	11	23,394,711
	<u>6,294,036</u>	<u>\$ 25</u>	<u>6,294,036</u>	

In July 2024, the Company's Board of Directors authorized the Company to repurchase up to 24.4 million additional shares of its common stock on a discretionary basis with no dollar limit or expiration date. In July 2025, the Company's Board of Directors authorized the Company to repurchase up to 15.0 million additional shares of its common stock on a discretionary basis with no dollar limit or expiration date. As of December 31, 2025, 23.4 million shares remained under the authorizations. The Company repurchased 6.3 million shares on a discretionary basis during the quarter ended December 31, 2025, all of which were purchased pursuant to the ASR.

Under the share repurchase authorization, the Company's common stock may be purchased through any one or more of a Rule 10b5-1 trading plan and discretionary purchases on the open market, block trades, accelerated share repurchases or privately negotiated transactions. The repurchase authority has no expiration date but may be suspended, modified or discontinued at any time.

The Company's capital allocation priorities are to (i) fund strategic initiatives, including any associated capital expenditures, (ii) pay dividends and (iii) exercise discretionary share repurchases. These priorities are designed to support the investment required to enhance the long-term value of the Company and to return any excess cash to shareholders.

The amount of capital to be allocated to share repurchases is approved periodically by the Company's Board of Directors, taking into account the Company's expected cash flow over time. The specific number of shares repurchased, if any, and the timing of repurchases are determined by Company management from time to time and will depend on a number of factors, including share price, trading volume, and general market conditions, as well as on working capital requirements, general business conditions, and other factors.

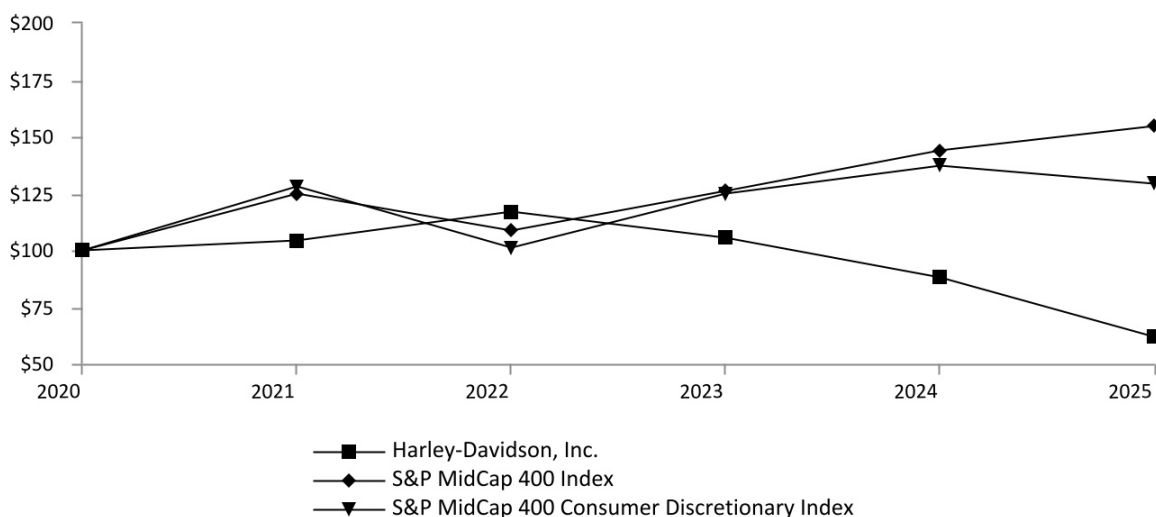
The Harley-Davidson, Inc. 2020 Incentive Stock Plan (Incentive Plan) and predecessor stock plans permit participants to satisfy all or a portion of the statutory federal, state, and local withholding tax obligations arising in connection with plan awards by electing to (a) have the Company withhold shares otherwise issuable under the award, (b) tender back shares received in connection with such award or (c) deliver other previously owned shares, in each case having a value equal to the amount to be withheld. During the fourth quarter of 2025, the Company acquired 2,255 shares of common stock that

employees presented to the Company to satisfy withholding taxes in connection with the vesting of restricted stock units and performance shares.

Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters within *Part III* of this Annual Report contains certain information relating to the Company's equity compensation plans.

The following information in this Item 5 is not deemed to be "soliciting material" or to be "filed" with the SEC or subject to Regulation 14A or 14C under the Securities Exchange Act of 1934 or to the liabilities of Section 18 of the Securities Exchange Act of 1934, and will not be deemed to be incorporated by reference into any filing under the Securities Act of 1933 or the Securities Exchange Act of 1934, except to the extent the Company specifically incorporates it by reference into such a filing: the SEC requires the Company to include a line graph presentation comparing cumulative five year common stock returns with a broad-based stock index and either a nationally recognized industry index or an index of peer companies selected by the Company. The Company has chosen to use the Standard & Poor's (S&P) MidCap 400 Index as the broad-based index and the S&P MidCap 400 Consumer Discretionary Index as its peer index. The graph assumes a beginning investment of \$100 on December 31, 2020 and that all dividends are reinvested.

Comparison of Cumulative Five Year Total Return



	2020	2021	2022	2023	2024	2025
Harley-Davidson, Inc.	\$ 100	\$ 104	\$ 117	\$ 105	\$ 88	\$ 62
S&P MidCap 400 Index	\$ 100	\$ 125	\$ 108	\$ 126	\$ 144	\$ 154
S&P MidCap 400 Consumer Discretionary Index	\$ 100	\$ 128	\$ 101	\$ 125	\$ 137	\$ 129

Item 6. [Reserved]

Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations

Harley-Davidson, Inc. operates in three segments: Harley-Davidson Motor Company (HDMC), LiveWire, and Harley-Davidson Financial Services (HDFS). Unless the context otherwise requires, all references to the "Company" include Harley-Davidson, Inc. and all its subsidiaries.

The "% Change" figures included in the Results of Operations section were calculated using unrounded dollar amounts and may differ from calculations using the rounded dollar amounts presented. Certain "% Change" deemed not meaningful (NM) have been excluded.

(1) Note Regarding Forward-Looking Statements

The Company intends that certain matters discussed in this report are “forward-looking statements” intended to qualify for the safe harbor from liability established by the Private Securities Litigation Reform Act of 1995. These forward-looking statements can generally be identified as such by reference to this footnote or because the context of the statement will include words such as the Company “believes,” “anticipates,” “expects,” “plans,” “projects,” “may,” “will,” “estimates,” “targets,” “intends,” “forecasts,” “seeks,” “sees,” “should,” “feels,” “commits,” “assumes,” “envisions,” or words of similar meaning. Similarly, statements that describe or refer to future expectations, future plans, strategies, objectives, outlooks, targets, guidance, commitments or goals are also forward-looking statements. Such forward-looking statements are subject to certain risks and uncertainties that could cause actual results to differ materially, unfavorably or favorably, from those anticipated as of the date of this report. Certain of such risks and uncertainties are described in close proximity to such statements or elsewhere in this report, including in *Item 1A. Risk Factors* and under the Cautionary Statements section in this *Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations*. Shareholders, potential investors, and other readers are urged to consider these factors in evaluating the forward-looking statements and are cautioned not to place undue reliance on such forward-looking statements. The forward-looking statements included in the Overview and Guidance sections in this *Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations* are only made as of February 10, 2026 and the remaining forward-looking statements in this report are only made as of the date of the filing of this report (February 26, 2026), and the Company disclaims any obligation to publicly update such forward-looking statements to reflect subsequent events or circumstances.

Overview⁽¹⁾

During 2025, a challenging economic environment, including high-interest rates and depressed consumer sentiment resulting from economic uncertainty, continued to adversely impact consumer demand for premium discretionary products, including the Company's motorcycles. Net income attributable to Harley-Davidson, Inc. for 2025 was \$338.7 million, or \$2.78 per diluted share, down from \$455.4 million, or \$3.44 per diluted share, in 2024. Consolidated operating income in 2025 decreased \$30.0 million compared to 2024 primarily due to unfavorable operating results in the HDMC segment. This was partially offset by higher operating income in the HDFS segment driven by a transaction the Company entered into with two counterparties, related to HDFS, during the second half of 2025 (HDFS Transaction) and lower operating losses in the LiveWire segment.

HDMC segment operating loss was \$28.7 million in 2025 compared to operating income of \$277.8 million in 2024. The reduction in operating results was due primarily to lower motorcycle shipments, which fell in response to a decline in worldwide retail motorcycle sales. Operating income was also unfavorably impacted by unfavorable manufacturing leverage related to higher fixed costs per unit on lower production and shipment volumes as well as the impact from new or increased tariffs implemented in 2025, partially offset by favorable changes in pricing, shipment mix, foreign currency rates and raw material costs.

LiveWire segment operating loss was \$75.0 million in 2025 compared to an operating loss of \$109.6 million in 2024. The decrease in operating loss was due primarily to lower operating expenses, largely as a result of cost reduction initiatives.

HDFS segment operating income was \$490.4 million in 2025 compared to operating income of \$248.4 million in 2024. The increase in operating income was due primarily to a release of the allowance for credit losses on receivables sold as part of the HDFS Transaction and higher other income, partially offset by lower interest income, higher interest expense, including debt extinguishment costs, and higher operating expenses.

Retail sales of Harley-Davidson motorcycles declined during 2025 as they continued to be negatively impacted by a challenging macroeconomic environment. Worldwide dealer retail unit sales of new Harley-Davidson motorcycles decreased 12.4% in 2025 compared to 2024. During 2025, retail sales decreased 12.9% and 11.5% in U.S. and international markets, respectively, compared to 2024. Refer to the *Harley-Davidson Retail Sales* section for further discussion of retail sales results.

Key Factors Impacting the Company

U.S. and Foreign Tariffs – During 2025, the U.S. implemented new or increased tariffs on goods from various foreign countries, either generally or with respect to certain products. In certain circumstances, the U.S. and certain foreign countries continued to discuss trade policy which could impact the on-going cost of tariffs for the Company. During 2025, the total cost of new or increased tariffs implemented in 2025 that the Company incurred was approximately \$67 million^(a).

Certain tariffs have been challenged in U.S. courts, including tariffs levied under the International Emergency Economic Powers Act of 1977 which the Supreme Court ruled were unconstitutional on February 20, 2026, which could impact the continued application of the new or increased tariffs. Depending on the outcome of court challenges and any related actions by the administration or Congress, trade negotiations and other factors, the U.S. and foreign countries may sustain, amend, suspend or withdraw existing tariffs or implement new tariffs. If existing tariffs are sustained or new tariffs are implemented,

it will likely increase the Company's cost of raw materials, components, finished motorcycles, parts and accessories and apparel and affect its ability to sell products domestically and internationally at or near current prices. The Company's U.S.-centric manufacturing footprint and sourcing limit its exposure to tariffs; however, based on the portions of the Company's business that are exposed directly or indirectly to tariffs and the magnitude of potential incremental tariffs, the impact to the Company could be material. The impacts of new or increased tariffs to the Company for the full year 2025 and the Company's expectations for 2026⁽¹⁾ as of February 8, 2026 are as follows (dollars in millions):

	Tariff	2025 Impact ^(a)	2026 Estimate ^(a)
China	20%	\$6	\$10 - \$15
Mexico	25%	1	—
Canada	35%	8	—
EU	15%	2	\$0 - \$5
India	18%	2	\$5 - \$10
Thailand	19%	6	\$20 - \$25
Rest of world	10% - 50%	11	\$25 - \$30
Steel and aluminum	50%	31	\$15 - \$20
Total		\$67	\$75 - \$105

(a) Includes the cost of new or increased import and export tariffs implemented in 2025 paid directly by the Company and indirect costs paid to suppliers for tariff-related price increases. Excludes the benefit of any past or future mitigation actions, changes in demand and operational costs primarily to accelerate shipments ahead of actual or expected new or increased tariffs.

The Company plans to continue its efforts to mitigate the impact of tariffs, including engaging with governments to advocate for consideration of motorcycles in trade negotiations; pursuing recovery of tariffs, where appropriate; moving inventory into markets ahead of tariff effective dates; evaluating sourcing options and pricing for its products; and prudently managing cost.

In its efforts to pursue recovery of tariffs, the Company has been successful in its appeal of certain tariffs. In April 2021, the Company received notification from the Economic Ministry of Belgium that, following a request from the EU, the Company would be subject to revocation of the Binding Origin Information (BOI) decisions that allowed it to supply its EU markets with certain motorcycles produced at its Thailand manufacturing facility at tariff rates of 6%. As a result of the revocation, all non-electric motorcycles that Harley-Davidson imported into the EU, regardless of origin, were subject to a total tariff rate of 31% from April 19, 2021 through the end of 2021. On October 30, 2021, the U.S. and EU announced an agreement related to the Section 232 tariffs on steel and aluminum that were implemented in 2018 by the U.S. and the subsequent rebalancing tariff measures taken by the EU. This agreement suspended the additional tariffs initially imposed by the EU on the Company's motorcycles, reducing the total EU tariff rate on the Company's motorcycles from 31% to 6%, effective January 1, 2022. The lower 6% tariff rate applied to all motorcycles imported by the Company into the EU, regardless of origin.

The Company pursued appeals of the revocation of the BOI decisions and the denial of its application for temporary extended reliance on the 6% tariff rate (for motorcycles produced in Thailand and ordered prior to April 19, 2021). The Company received a favorable judgment on the appeal of the denial of its application for temporary extended reliance, which resulted in the Company receiving a €35 million refund on February 23, 2026 (or \$42 million remeasured to U.S. dollars on February 23, 2026). This did not impact the Company's financial statements for the year ended December 31, 2025; it will impact the results for the first quarter of 2026.

Interest Rates - Despite an interest rate decline in the latter part of 2024 and another in the third quarter of 2025, interest rates remained heightened in 2025. The declines in the latter part of 2024 and third quarter of 2025 follow a significant increase during 2022 and 2023 as central banks attempted to reduce inflation. The current higher interest rate environment has adversely impacted HDFS' interest income margin due to a higher cost of funds that is only partially offset by increased interest rates on financing products sold by HDFS. Additionally, higher interest rates have adversely impacted consumer discretionary purchases, like purchases of the Company's motorcycles, as higher borrowing costs have made these purchases less affordable or impacted the consumer's ability to obtain financing.

HDFS Transaction - In the second half of 2025, the Company entered into the HDFS Transaction with two counterparties relating to HDFS. The key aspects of the transaction include:

- **Sale of Existing Retail Finance Receivables:** During the second half of 2025, HDFS agreed to sell the majority of its existing retail finance receivables, including its securitization beneficial interests. As a result, the Company had the following impacts:
 - **Sale of Securitization Beneficial Interests:** HDFS completed the sale of 95% of its residual interests in retail finance receivables that were previously transferred to certain special purpose entities (SPEs) through on-balance sheet asset-backed securitization transactions, resulting in a gain of \$27.9 million and the deconsolidation of \$1.9 billion of net finance receivables and \$1.7 billion of related debt, among other assets and liabilities.
 - **Sale of Retail Finance Receivables:** HDFS sold \$4.1 billion of retail finance receivables originated prior to the HDFS transaction, resulting in the release of the related allowance for credit losses and contributing to a \$191.4 million benefit in the provision for credit losses in 2025.
- **Sale of On-Going Retail Loan Originations:** HDFS agreed to sell up to two-thirds of new retail loan originations to the counterparties over a 5-year period (Forward Flow Agreement) and began selling a portion of new retail loan originations to the counterparties during the fourth quarter of 2025. HDFS earns loan servicing fees over the period it services loans purchased by the counterparties at a rate of 1% per annum for prime loans and 2.5% per annum for subprime loans.
- **Equity Investments in HDFS:** Each of the counterparties paid \$23.3 million cash to acquire 4.9% of HDFS based on a multiple of approximately 1.75x HDFS's post-transaction equity carrying value for a total of 9.8% of HDFS. As a result, the counterparties began participating in HDFS equity, including its earnings, representing a non-controlling interest in the Company's ownership of HDFS, in the fourth quarter. Seven years after closing the transaction or in the event of a change of control of Harley-Davidson, Inc. or HDFS, each counterparty will have the right to exchange⁽¹⁾ their HDFS ownership interest for Harley-Davidson common stock. Three years after closing the transaction, the Company has the right to repurchase the counterparties' ownership interest in HDFS using cash that would otherwise be available to the Company in the form of a dividend from HDFS; however, the Company may not purchase any more than one-third of the counterparties' HDFS ownership in an individual year.

Using proceeds from the HDFS Transaction, HDFS executed a tender offer for its \$700.0 million 6.50% medium-term notes due 2028 and \$500.0 million 5.95% medium-term notes due 2029, resulting in \$437.1 million and \$355.1 million of notes being redeemed, respectively. HDFS subsequently executed a make-whole redemption, resulting in the remaining \$262.9 million of medium-term notes due 2028 being redeemed. The Company recognized a loss on debt extinguishment of \$67.6 million, which included unamortized discounts and fees, related to the medium-term note transactions and an additional \$5.0 million related to other debt settlement transactions during 2025. The \$72.6 million of loss from debt extinguishment is included within *Financial services interest expense* on the *Consolidated statements of operations*. The tender offer and subsequent make-whole redemption on the medium-term notes contributed to the \$3.6 billion decrease in HDFS debt and deposits during 2025, largely driven by lower funding needs and using proceeds from the HDFS Transaction.

Proceeds from the HDFS Transaction were also used to pay down the Company's \$450 million term loan and enter into a \$200 million accelerated share repurchase (ASR) program, which contributed 6.3 million shares to the Company's 2025 discretionary share repurchases, with the remainder available for settlement of the HDFS medium-term notes due in 2026 and expected to be used for general corporate purposes⁽¹⁾.

HDFS now carries a lower retail finance receivables balance as compared to 2024 due to the sale of a significant portion of its retail loan portfolio in the fourth quarter of 2025 and the sale of a portion of its new originations within the quarter. As a result, the Company expects HDFS's operating income will be reduced as it earns less interest income on HDFS's lower retail finance receivable balance, partially offset by new retail loan servicing fees for servicing loans that have been sold and from expected ongoing sales of loans under the Forward Flow Agreement⁽¹⁾.

New Products and Annual Launch Timing - The Company has announced plans to introduce a new small displacement motorcycle, which the Company believes will be profitable, and an iconic classic cruiser starting in 2026. In addition, the Company began to shift the timing of its annual new model year launch from January to the preceding fall for certain models in 2025 and expects to continue expanding to additional models in future years to create additional retail selling opportunities later in each calendar year. Finally, the Company announced LiveWire's plans to launch production versions of two concept mini-motorcycles, which represents a strategic shift in LiveWire's product portfolio to align with evolving customer preferences and growing global demand for lightweight, urban-friendly mobility solutions.

New Chief Executive Officer and New Strategic Plan - Effective October 1, 2025, the Company hired a new Chief Executive Officer (CEO). Soon after the new CEO's appointment, the Company initiated a comprehensive evaluation of its strategy and operations. The Company expects the strategic and operational evaluation activities to continue in the coming months, which the Company expects will result in the announcement of a new strategic plan in the second quarter of 2026.

Guidance⁽¹⁾

On February 10, 2026, the Company announced the following expectations for 2026, which exclude potential impacts that could result from the adoption of the new strategic plan the Company expects to announce in the second quarter of 2026:

The Company expects 2026 wholesale shipments and worldwide dealer retail sales of Harley-Davidson motorcycles of 130,000 to 135,000 units as the Company believes global dealer retail inventory levels support the alignment of expected wholesale shipments with expected worldwide dealer retail sales of Harley-Davidson motorcycles. The Company expects shipments to be lower in the first and third quarters of 2026 as compared to the same quarters in 2025, and it expects shipments to be higher in the second and fourth quarters of 2026 as compared to the same quarters in 2025.

The Company expects a reduced level of production in light of the current retail environment. The reduced level of production is expected to negatively impact HDMC operating margins due to unfavorable manufacturing leverage as fixed costs are allocated over fewer units produced resulting in a higher unit cost. As a result of unfavorable manufacturing leverage and the expected additional cost of new or increased tariffs for a full year, the Company expects 2026 HDMC operating results in the range of \$40 million operating loss to \$10 million operating income.

The Company expects LiveWire operating loss of \$70 million to \$80 million in 2026.

The Company expects HDFS operating income of \$45 million to \$60 million in 2026, which compares to \$490.4 million and \$248.4 million in 2025 and 2024, respectively. The expected reduction in 2026 is related to the HDFS Transaction, which benefited 2025 HDFS operating income and reduced HDFS's retail finance receivables balance and, as a result, is expected to reduce interest income on a lower retail finance receivables balance. The Company expects HDFS to continue to increase its retail finance receivable base over the coming years as it continues to originate retail finance receivables held for investment. The anticipated increase in the retail finance receivable base will contribute to higher levels of HDFS operating income which the Company expects will reach approximately three times 2026 expected HDFS operating income in or around 2029.

In 2022, the Company set a cost productivity target to eliminate \$400 million of incremental cost incurred since 2020 by 2025. The Company's efforts are focused on production efficiency, logistics network optimization and supplier cost optimization. This target originally included a positive impact from manufacturing leverage of approximately \$50 million to \$70 million based on an anticipated reduction in the fixed cost per motorcycle associated with increasing production volumes. Given the decrease in production volumes in 2023 and 2024, the Company adjusted the target in 2024 by removing the impact of manufacturing leverage and increasing productivity objectives in other areas to maintain the original target. In 2025, the Company extended its target to be more than \$400 million by the end of 2026. Excluding the impact of manufacturing leverage, the Company achieved approximately \$24 million, \$123 million, \$110 million, and \$103 million of cost productivity savings in 2022, 2023, 2024, and 2025, respectively, resulting in total productivity savings of \$360 million since the beginning of 2022. The Company is committed to on-going efforts to increase productivity and is reevaluating its productivity targets in connection with the development of a new strategic plan it expects to share in the second quarter of 2026.

The Company is conducting a review of its cost base, including operating expenses, in light of the current retail and wholesale environment. The Company expects its review will identify opportunities for the Company to reduce its cost base that, when the Company acts on them, the Company expects will result in at least \$150 million of total annual savings at its HDMC and HDFS segments compared to its current cost base. The Company expects to identify and act on the opportunities so that it will realize these cost savings beginning in 2027. The Company expects these savings to be incremental to the previously announced productivity savings the Company expects to achieve by the end of 2026, which the Company expects will continue into 2027.

The Company expects capital investments in 2026 of between \$175 and \$200 million.

The Company previously announced a plan to repurchase approximately \$1 billion of shares on a discretionary basis in aggregate from the third quarter of 2024 through the end of 2026. The Company purchased \$250 million shares on a discretionary basis during the third and fourth quarters of 2024 and \$347 million shares on a discretionary basis in 2025, including \$160 million of shares settled in 2025 pursuant to the \$200 million ASR program. The Company remains committed to returning excess capital to shareholders in a disciplined and sustainable manner; however, the Company is pausing near-term discretionary share repurchases, with the exception of shares due to the Company under its ASR program at December 31, 2025 which were delivered on February 13, 2026, until it develops its new strategic plan that it expects to announce in the second quarter of 2026.

Results of Operations 2025 Compared to 2024

Consolidated Results

(in thousands, except earnings per share)	2025	2024	Increase (Decrease)
Operating income - HDMC	\$ (28,731)	\$ 277,844	\$ (306,575)
Operating loss - LiveWire	(75,016)	(109,639)	34,623
Operating income - HDFS	490,382	248,422	241,960
Operating income	386,635	416,627	(29,992)
Other income, net	61,270	72,295	(11,025)
Investment income	44,270	58,964	(14,694)
Interest expense	33,444	30,748	2,696
Income before income taxes	458,731	517,138	(58,407)
Income tax provision	129,577	71,963	57,614
Net income	329,154	445,175	(116,021)
Less: Loss attributable to noncontrolling interests	9,584	10,182	(598)
Net income attributable to Harley-Davidson, Inc.	\$ 338,738	\$ 455,357	\$ (116,619)
Diluted earnings per share	\$ 2.78	\$ 3.44	\$ (0.66)

The Company reported operating income of \$386.6 million in 2025 compared to \$416.6 million in 2024 due to lower operating results at the HDMC segment, partially offset by higher operating income at the HDFS segment and a lower operating loss at the LiveWire segment. The HDMC segment reported operating loss of \$28.7 million compared to operating income of \$277.8 million in 2024. Operating loss from the LiveWire segment decreased \$34.6 million compared to 2024. Operating income from the HDFS segment increased \$242.0 million compared to 2024. Refer to the HDMC segment, LiveWire segment and HDFS segment discussions for a more detailed analysis of the factors affecting operating results.

Other income, net was lower in 2025 compared to 2024 as the prior year was favorably impacted by income related to a decrease in the fair value of LiveWire's warrant liabilities which did not recur in 2025. Investment income decreased in 2025 as compared to 2024 driven by lower income from cash equivalents.

The Company's effective income tax rate for 2025 was a 28.2% expense compared to a 13.9% expense for 2024. The Company's 2025 effective tax rate was unfavorably impacted by valuation allowances recorded during 2025, which reduced deferred tax assets. This compares to the Company's 2024 effective tax rate which was favorably impacted by the mix of earnings from certain non-US jurisdictions that have a lower statutory tax rate or have beneficial tax holidays. Refer to *Note 3 of the Notes to Consolidated financial statements* for further discussion regarding the Company's effective tax rate.

Diluted earnings per share was \$2.78 in 2025 compared to \$3.44 in 2024 with the decrease due to lower net income partially offset by the benefit of lower weighted average shares outstanding as compared to 2024. Diluted weighted average shares outstanding decreased from 132.3 million in 2024 to 121.3 million in 2025 primarily due to repurchases of common stock.

Harley-Davidson Motorcycle Retail Sales and Registration Data

Harley-Davidson Motorcycle Retail Sales^(a)

Retail unit sales of new Harley-Davidson motorcycles were as follows:

	2025	2024	Increase (Decrease)	% Change
United States	82,698	94,930	(12,232)	(12.9)%
Canada	6,434	7,093	(659)	(9.3)
North America	89,132	102,023	(12,891)	(12.6)
Europe/Middle East/Africa (EMEA)	21,454	24,082	(2,628)	(10.9)
Asia Pacific	18,975	22,213	(3,238)	(14.6)
Latin America	2,974	2,911	63	2.2
	<u>132,535</u>	<u>151,229</u>	<u>(18,694)</u>	<u>(12.4)%</u>

(a) Data source for retail sales figures shown above is new sales warranty and registration information provided by dealers and compiled by the Company. The Company must rely on information that its dealers supply concerning new retail sales, and the Company does not regularly verify the information that its dealers supply. This information is subject to revision.

Worldwide retail sales of new Harley-Davidson motorcycles decreased 12.4% during 2025 compared to 2024 driven primarily by declines in North America, Europe and Asia Pacific.

The decline in North American retail sales was driven by lower retail sales in the United States, which continued to be negatively impacted by a challenging macroeconomic environment, including high interest rates and depressed consumer sentiment, adversely impacting consumer discretionary spending. In addition, the decline in retail sales was due in part to a positive impact in the prior year associated with the launch of the Company's redesigned 2024 new model year Touring motorcycles, which is the Company's highest volume motorcycle family. This was partially offset by a smaller decline in the Company's Cruiser models, which the Company refreshed in 2025. Retail sales in Asia Pacific and Europe were soft also primarily due to challenging macroeconomic conditions.

Worldwide retail inventory of new motorcycles was approximately 40,000 units at the end of 2025, which was down approximately 17% from the end of 2024 primarily due to more significant reductions of models other than Grand America Touring models, as dealers reduced inventory levels in the current retail environment which resulted in lower HDMC shipments in 2025 compared to 2024.

Motorcycle Registration Data - 601+cc^{(a)(d)}

The Company's Harley-Davidson motorcycle U.S. market share of new 601+cc motorcycle registrations for 2025 was 34.5%, down 2.8 percentage points compared to 2024 (Source: Motorcycle Industry Council). The Company's Harley-Davidson motorcycle European market share of new 601+cc motorcycle registrations for 2025 was 3.4%, down 1.6 percentage points compared to 2024 (Source: Management Services Helwig Schmitt GmbH). Refer to *Item 1. Business* for additional market share information.

Industry registration data for new motorcycles was as follows:

	2025	2024	Increase	% Change
United States ^(b)	237,683	253,156	(15,473)	(6.1)%
Europe ^(c)	431,390	516,260	(84,870)	(16.4)%

(a) Data includes on-road models with internal combustion engines with displacements greater than 600cc's and electric motorcycles with kilowatt peak power equivalents greater than 600cc's (601+cc). On-road 601+cc models include dual purpose models, three-wheeled motorcycles and autocycles.

(b) United States industry data is derived from information provided by Motorcycle Industry Council. This third-party data is subject to revision and update.

(c) Europe data includes Austria, Belgium, Denmark, Finland, France, Germany, Italy, Luxembourg, Netherlands, Norway, Spain, Sweden, Switzerland, and the United Kingdom. Industry data is derived from information provided by Management Services Helwig Schmitt GmbH. This third-party data is subject to revision and update.

- (d) New motorcycle registrations for the industry and Harley-Davidson are provided by or derived from third-party sources. New motorcycle registrations include consumer registrations (retail registrations) and to a lesser extent manufacturer, distributor and dealer registrations (non-retail registrations), for example, to register demonstration fleets. In the later part of 2024, manufacturers (including the Company), distributors and dealers registered some motorcycles in Europe through non-retail registrations to qualify the motorcycles under the new Euro 5+ emissions standard to allow for subsequent retail sale after December 31, 2024. This included approximately 3,700 non-retail registrations of new Harley-Davidson motorcycles in 2024, which in turn adversely impacted the number of new Harley-Davidson motorcycle registrations during 2025. While the Company believes industry registrations for Europe in 2024 were impacted in a similar manner, it does not have access to competitor information necessary to confirm this.

HDMC Segment

Motorcycle Unit Shipments

Wholesale motorcycle unit shipments were as follows:

	2025		2024		Unit Increase (Decrease)	Unit % Change
	Units	Mix %	Units	Mix %		
Motorcycle Units:						
United States	77,982	62.6 %	94,075	63.2 %	(16,093)	(17.1)%
International	46,495	37.4 %	54,787	36.8 %	(8,292)	(15.1)
	<u>124,477</u>	<u>100.0 %</u>	<u>148,862</u>	<u>100.0 %</u>	<u>(24,385)</u>	<u>(16.4)%</u>
Motorcycle Units:						
Grand American Touring ^(a)	69,252	55.6 %	85,757	57.6 %	(16,505)	(19.2)%
Cruiser	41,172	33.1 %	46,235	31.1 %	(5,063)	(11.0)
Sport and Lightweight	9,638	7.8 %	12,335	8.3 %	(2,697)	(21.9)
Adventure Touring	4,415	3.5 %	4,535	3.0 %	(120)	(2.6)
	<u>124,477</u>	<u>100.0 %</u>	<u>148,862</u>	<u>100.0 %</u>	<u>(24,385)</u>	<u>(16.4)%</u>

(a) Includes Trike

HDMC shipped 124,477 motorcycles worldwide during 2025, which was 16.4% lower than during 2024. Shipments to dealers in 2025 were lower than 2024 based on a planned decrease in motorcycle shipments and softer than expected retail demand as dealers adjusted inventory levels for the current retail environment. The Company shipped a greater proportion of its refreshed Cruiser models and a lower proportion of Grand American Touring models as the prior year included the launch of the Company's newly redesigned Touring motorcycles.

Segment Results

Condensed statements of operations for the HDMC segment were as follows (in thousands):

	2025	2024	Increase (Decrease)	% Change
Revenue:				
Motorcycles	\$ 2,657,675	\$ 3,137,331	\$ (479,656)	(15.3)%
Parts and accessories	614,072	651,964	(37,892)	(5.8)
Apparel	215,783	237,270	(21,487)	(9.1)
Licensing	21,672	22,748	(1,076)	(4.7)
Other	69,106	72,593	(3,487)	(4.8)
	<u>3,578,308</u>	<u>4,121,906</u>	<u>(543,598)</u>	<u>(13.2)</u>
Cost of goods sold	2,711,716	2,967,068	(255,352)	(8.6)
Gross profit	866,592	1,154,838	(288,246)	(25.0)
Operating expenses	895,323	876,994	18,329	2.1 %
Operating income	<u>\$ (28,731)</u>	<u>\$ 277,844</u>	<u>\$ (306,575)</u>	<u>(110.3)%</u>
Operating margin	(0.8)%	6.7 %	(7.5) pts.	

The estimated impacts of the significant factors affecting the changes in revenue, cost of goods sold and gross profit from 2024 to 2025 were as follows (in millions):

	Revenue	Cost of Goods Sold	Gross Profit
2024	\$ 4,121.9	\$ 2,967.1	\$ 1,154.8
Volume	(603.1)	(413.9)	(189.2)
Price	3.6	—	3.6
Foreign currency exchange rates and hedging	14.2	(7.1)	21.3
Shipment mix	41.7	18.1	23.6
Raw material prices	—	(1.9)	1.9
Manufacturing and other costs	—	149.4	(149.4)
	(543.6)	(255.4)	(288.2)
2025	\$ 3,578.3	\$ 2,711.7	\$ 866.6

The following factors affected the changes in net revenue, cost of goods sold and gross profit from 2024 to 2025:

- The decrease in volume was primarily due to lower wholesale motorcycle shipments.
- Revenue was positively impacted by favorable pricing on new model year motorcycles as well as parts and accessories and apparel, partially offset by increased motorcycle incentives that were selectively introduced in 2025 to assist dealers in reducing dealer inventory levels in 2025 and into 2026 with a focus on reducing Grand American Touring dealer inventory.
- Revenue and gross profit were positively impacted by stronger foreign currency exchange rates relative to the U.S. dollar as well as favorable net foreign currency impacts associated with balance sheet remeasurements recorded in cost of goods sold.
- Changes in the shipment mix of motorcycles had a favorable impact on gross profit primarily driven by beneficial mix within families toward new limited edition models and models with upgrades and new features, partially offset by unfavorable impacts from shipping a lower proportion of Grand American Touring models.
- Raw material costs, excluding the impact of tariffs, were lower than in the prior year.
- Manufacturing and other costs were negatively impacted by unfavorable manufacturing leverage related to higher fixed costs per unit resulting from lower production and shipment volumes as well as higher tariff and logistics costs. These negative impacts were partially offset by supply-chain productivity gains.

Operating expenses were higher in 2025 compared to 2024 primarily due to increased marketing costs as the Company supported its dealers' marketing efforts during the riding season as well as costs related to the Company's proxy contest in connection with the 2025 annual meeting of shareholders, partially offset by lower people costs, including the cost of compensation and benefits, as well as lower product liability and warranty costs on lower volume.

LiveWire Segment

Segment Results

Condensed statements of operations for the LiveWire segment were as follows (in thousands, except unit shipments):

	2025	2024	(Decrease) Increase	% Change
Revenue	25,671	26,358	(687)	(2.6)
Cost of goods sold	30,105	38,872	(8,767)	(22.6)
Gross profit	(4,434)	(12,514)	8,080	(64.6)
Selling, administrative and engineering expense	70,582	97,125	(26,543)	(27.3)
Operating loss	\$ (75,016)	\$ (109,639)	\$ 34,623	(31.6)%
LiveWire motorcycle unit shipments	653	612	41	6.7 %

During 2025, revenue decreased by \$0.7 million, or 2.6%, compared to 2024. The decrease was primarily due to the impact of promotional incentives, partially offset by higher electric motorcycle and electric balance bike volume. Cost of sales

decreased by \$8.8 million, or 22.6%, during 2025 compared to 2024 primarily due to lower downward inventory valuation adjustments on lower inventory purchases.

During 2025, selling, administrative and engineering expense decreased \$26.5 million, or 27.3%, compared to 2024 largely as a result of cost reduction initiatives.

HDFS Segment

Segment Results

Condensed statements of operations for the HDFS segment were as follows (in thousands):

	2025	2024	(Decrease) Increase	% Change
HDFS revenue:				
Interest income	\$ 668,490	\$ 890,836	\$ (222,346)	(25.0)%
Other income	200,706	147,702	53,004	35.9
	869,196	1,038,538	(169,342)	(16.3)
HDFS expenses:				
Interest expense	388,636	371,766	16,870	4.5
Provision for credit losses	(191,392)	247,225	(438,617)	(177.4)
Operating expenses	181,570	171,125	10,445	6.1
	378,814	790,116	(411,302)	(52.1)
Operating income	\$ 490,382	\$ 248,422	\$ 241,960	97.4 %

Interest income was lower in 2025 compared to 2024, primarily due to lower average outstanding retail finance receivables at a higher average yield and lower average outstanding wholesale receivables at a lower average yield. Other income increased largely due to a gain on sale of residual interests in securitizations, servicing income earned as a result of the HDFS Transaction, and higher net premiums earned by Eaglemark Insurance Company Ltd. (EICL), the Company's insurance captive that reinsures several Harley-Davidson-branded voluntary protection products provided by unaffiliated third parties. Interest expense increased primarily due to \$72.6 million in debt extinguishment costs, partially offset by a decrease in interest expense on outstanding debt. The debt extinguishment costs and declines in outstanding retail finance receivables and debt were primarily a result of the HDFS Transaction.

The provision for credit losses decreased \$438.6 million compared to 2024 primarily due to a release of the allowance for credit losses associated with loans sold in conjunction with the HDFS Transaction combined with favorable actual credit losses and reserve impacts due to the smaller retail portfolio. The allowance for credit losses considers current economic conditions and the Company's outlook on future conditions. At the end of 2025, the Company's outlook on economic conditions and its probability weighting of its economic forecast scenarios was weighted toward more pessimistic scenarios given continued challenging macro-economic conditions, including a persistently high interest rate environment and muted consumer confidence. The Company's expectations surrounding its economic forecasts may change in future periods as additional information becomes available.

On a managed basis, which considers all loans serviced by the Company, annual retail credit losses on the Company's retail motorcycle loans were 3.37% during 2025 compared to 3.31% in 2024. The 30-day managed basis delinquency rate for retail motorcycle loans increased to 5.77% at December 31, 2025 from 5.34% at December 31, 2024. The unfavorable managed basis retail credit loss and delinquency performance were driven by several factors connected to the macro-economic environment and the related customer and industry dynamics, including the impact of higher motorcycle payments and general inflationary pressures on retail customers. Additionally, while recovery values at auction have stabilized, values continue to run below historical levels.

Wholesale credit losses were \$4.8 million higher than in 2024 driven by the charge-off of finance receivables at several troubled dealers.

Operating expenses increased \$10.4 million in 2025 primarily due to an increase in insurance claim costs incurred by EICL as well as HDFS employee costs.

Changes in the allowance for credit losses on finance receivables were as follows (in thousands):

	2025	2024
Balance, beginning of period	\$ 401,183	\$ 381,966
Provision for credit losses	(191,392)	247,225
Charge-offs, net of recoveries	(132,009)	(228,008)
Sale of Residual Interests in Securitizations	(75,547)	—
Balance, end of period	<u>\$ 2,235</u>	<u>\$ 401,183</u>

At December 31, 2025, the allowance for credit losses on retail finance receivables was \$(22.3) million compared to \$378.4 million at December 31, 2024. The allowance for credit losses on the retail motorcycle loan portfolio was in an asset position at December 31, 2025 as estimated recoveries from retail finance receivables previously charged-off exceeded the allowance for credit losses on loans held for investment. The allowance for credit losses on wholesale finance receivables was \$24.6 million at December 31, 2025 and \$22.8 million at December 31, 2024.

Refer to *Note 6 of the Notes to Consolidated financial statements* for further discussion regarding the Company's allowance for credit losses on finance receivables.

Results of Operations 2024 Compared to 2023

Consolidated Results

(in thousands, except earnings per share)	2024	2023	Increase (Decrease)
Operating income - HDMC	\$ 277,844	\$ 661,151	\$ (383,307)
Operating loss - LiveWire	(109,639)	(116,809)	7,170
Operating income - HDFS	248,422	234,742	13,680
Operating income	416,627	779,084	(362,457)
Other income, net	72,295	71,808	487
Investment income	58,964	46,771	12,193
Interest expense	30,748	30,787	(39)
Income before income taxes	517,138	866,876	(349,738)
Income tax provision	71,963	171,830	(99,867)
Net income	445,175	695,046	(249,871)
Less: Loss attributable to noncontrolling interests	10,182	11,540	(1,358)
Net income attributable to Harley-Davidson, Inc.	<u>\$ 455,357</u>	<u>\$ 706,586</u>	<u>\$ (251,229)</u>
Diluted earnings per share	\$ 3.44	\$ 4.87	\$ (1.43)

The Company reported lower operating income of \$416.6 million in 2024 compared to \$779.1 million in 2023 due to lower operating income at the HDMC segment partially offset by improved operating results at the HDFS and LiveWire segments. The HDMC segment reported operating income of \$277.8 million compared to \$661.2 million in 2023. Operating loss from the LiveWire segment decreased \$7.2 million compared to 2023. Operating income from the HDFS segment increased \$13.7 million compared to 2023. Refer to the HDMC segment, LiveWire segment and HDFS segment discussions for a more detailed analysis of the factors affecting operating results.

Other income, net in 2024 was impacted by income related to a decrease in the fair value of LiveWire's warrant liabilities in 2024 compared to an increase in 2023, partially offset by lower non-operating income related to the Company's defined benefit plans. Investment income increased in 2024 as compared to 2023 driven by higher income from cash equivalents.

The Company's effective income tax rate for 2024 was a 13.9% expense compared to a 19.8% expense for 2023. The Company's 2024 effective tax rate was favorably impacted by the mix of earnings from certain non-US jurisdictions that have a lower statutory tax rate or have beneficial tax holidays and tax benefits related to continued investment in research and development. Refer to *Note 3 of the Notes to Consolidated financial statements* for further discussion regarding the Company's effective tax rate.

Diluted earnings per share was \$3.44 in 2024 compared to \$4.87 in 2023 with the decrease due to lower net income partially offset by the benefit of lower weighted average shares outstanding as compared to 2023. Diluted weighted average shares outstanding decreased from 145.1 million in 2023 to 132.3 million in 2024 primarily due to repurchases of common stock.

Harley-Davidson Motorcycle Retail Sales and Registration Data

Harley-Davidson Motorcycle Retail Sales^(a)

Retail unit sales of new Harley-Davidson motorcycles were as follows:

	2024	2023	Increase (Decrease)	% Change
United States	94,930	98,468	(3,538)	(3.6)%
Canada	7,093	7,422	(329)	(4.4)
North America	102,023	105,890	(3,867)	(3.7)
Europe/Middle East/Africa (EMEA)	24,082	27,005	(2,923)	(10.8)
Asia Pacific	22,213	26,953	(4,740)	(17.6)
Latin America	2,911	2,923	(12)	(0.4)
	151,229	162,771	(11,542)	(7.1)%

(a) Data source for retail sales figures shown above is new sales warranty and registration information provided by dealers and compiled by the Company. The Company must rely on information that its dealers supply concerning new retail sales, and the Company does not regularly verify the information that its dealers supply. This information is subject to revision.

Worldwide retail sales of new Harley-Davidson motorcycles decreased 7.1% during 2024 compared to 2023 driven primarily by declines in North America, Europe and Asia Pacific.

The decline in North American retail sales was driven by lower retail sales in the United States, which were negatively impacted by a continued challenging macroeconomic environment that included high interest rates adversely impacting consumer discretionary spending. Retail sales in Asia Pacific and Europe were soft also primarily due to challenging macroeconomic conditions. In Asia Pacific, the decline in retail sales was primarily due to lower sales in Japan and China, while lower retail unit sales in Europe were driven by declines in Germany and the surrounding region.

Despite the overall decline in retail sales, North America retail sales of Grand American Touring motorcycles, including Trike motorcycles, increased more than 8% in 2024 compared to 2023 as the Company introduced updated Grand American Touring motorcycles and continued to focus on its most profitable products.

Worldwide retail inventory of new motorcycles was approximately 48,000 units at the end of 2024, which was down approximately 5% from the end of 2023.

Motorcycle Registration Data - 601+cc^{(a)(d)}

The Company's Harley-Davidson motorcycle U.S. market share of new 601+cc motorcycle registrations for 2024 was 37.3%, down 0.6 percentage points compared to 2023 (Source: Motorcycle Industry Council). The Company's Harley-Davidson motorcycle European market share of new 601+cc motorcycle registrations for 2024 was 5.0%, up 0.2 percentage points compared to 2023 (Source: Management Services Helwig Schmitt GmbH). Refer to *Item 1. Business* for additional market share information.

Industry registration data for new motorcycles was as follows:

	2024	2023	Increase	% Change
United States ^(b)	253,156	256,710	(3,554)	(1.4)%
Europe ^(c)	516,260	473,486	42,774	9.0 %

(a) Data includes on-road models with internal combustion engines with displacements greater than 600cc's and electric motorcycles with kilowatt peak power equivalents greater than 600cc's (601+cc). On-road 601+cc models include dual purpose models, three-wheeled motorcycles and autocycles.

(b) United States industry data is derived from information provided by Motorcycle Industry Council. This third-party data is subject to revision and update.

(c) Europe data includes Austria, Belgium, Denmark, Finland, France, Germany, Italy, Luxembourg, Netherlands, Norway, Spain, Sweden, Switzerland, and the United Kingdom. Industry data is derived from information provided by Management Services Helwig Schmitt GmbH. This third-party data is subject to revision and update.

- (d) New motorcycle registrations for the industry and Harley-Davidson are provided by or derived from third-party sources. New motorcycle registrations include consumer registrations (retail registrations) and to a lesser extent manufacturer, distributor and dealer registrations (non-retail registrations), for example, to register demonstration fleets. In the later part of 2024, manufacturers (including the Company), distributors and dealers registered some motorcycles in Europe through non-retail registrations to qualify the motorcycles under the new Euro 5+ emissions standard to allow for subsequent retail sale after December 31, 2024. As a result, Harley-Davidson new motorcycle registrations for Europe in 2024 included a higher proportion of non-retail registrations in 2024 compared to 2023. While the Company believes industry registrations for Europe in 2024 were impacted in a similar manner, it does not have access to competitor information necessary to confirm this.

HDMC Segment

Harley-Davidson Motorcycle Unit Shipments

Wholesale motorcycle unit shipments were as follows:

	2024		2023		Unit Increase (Decrease)	Unit % Change
	Units	Mix %	Units	Mix %		
Motorcycle Units:						
United States	94,075	63.2 %	113,867	63.3 %	(19,792)	(17.4)%
International	54,787	36.8 %	66,117	36.7 %	(11,330)	(17.1)
	<u>148,862</u>	<u>100.0 %</u>	<u>179,984</u>	<u>100.0 %</u>	<u>(31,122)</u>	<u>(17.3)%</u>
Motorcycle Units:						
Grand American Touring ^(a)	85,757	57.6 %	92,683	51.6 %	(6,926)	(7.5)%
Cruiser	46,235	31.1 %	63,945	35.5 %	(17,710)	(27.7)
Sport and Lightweight	12,335	8.3 %	18,228	10.1 %	(5,893)	(32.3)
Adventure Touring	4,535	3.0 %	5,128	2.8 %	(593)	(11.6)
	<u>148,862</u>	<u>100.0 %</u>	<u>179,984</u>	<u>100.0 %</u>	<u>(31,122)</u>	<u>(17.3)%</u>

(a) Includes Trike

HDMC shipped 148,862 motorcycles worldwide during 2024, which was 17.3% lower than during 2023. The reduction in shipments was consistent with the Company's plan for 2024, which included aligning wholesale and retail sales as dealers and the Company acted to adjust dealer inventory levels for the current retail environment.

The motorcycles shipped during 2024 compared to 2023 included a higher mix of Grand American Touring motorcycles as a percent of total shipments to improve availability of models most desired by customers following the introduction of all-new Grand American Touring motorcycles.

Segment Results

Condensed statements of operations for the HDMC segment were as follows (in thousands):

	2024	2023	Increase (Decrease)	% Change
Revenue:				
Motorcycles	\$ 3,137,331	\$ 3,798,977	\$ (661,646)	(17.4)%
Parts and accessories	651,964	\$ 698,095	(46,131)	(6.6)
Apparel	237,270	\$ 244,333	(7,063)	(2.9)
Licensing	22,748	\$ 28,599	(5,851)	(20.5)
Other	72,593	\$ 74,590	(1,997)	(2.7)
	<u>4,121,906</u>	<u>\$ 4,844,594</u>	<u>(722,688)</u>	<u>(14.9)</u>
Cost of goods sold	<u>2,967,068</u>	<u>\$ 3,278,052</u>	<u>(310,984)</u>	<u>(9.5)</u>
Gross profit	<u>1,154,838</u>	<u>\$ 1,566,542</u>	<u>(411,704)</u>	<u>(26.3)</u>
Operating expenses	876,994	\$ 905,391	(28,397)	(3.1)%
Operating income	<u>\$ 277,844</u>	<u>\$ 661,151</u>	<u>\$ (383,307)</u>	<u>(58.0)%</u>
Operating margin	6.7 %	13.6 %	(6.9) pts.	

The estimated impacts of the significant factors affecting the changes in revenue, cost of goods sold and gross profit from 2023 to 2024 were as follows (in millions):

	Revenue	Cost of Goods Sold	Gross Profit
2023	\$ 4,844.6	\$ 3,278.1	\$ 1,566.5
Volume	(736.5)	(495.7)	(240.8)
Price	(33.1)	—	(33.1)
Foreign currency exchange rates and hedging	(17.5)	(0.8)	(16.7)
Shipment mix	64.4	73.4	(9.0)
Raw material prices	—	(14.4)	14.4
Manufacturing and other costs	—	126.5	(126.5)
	(722.7)	(311.0)	(411.7)
2024	\$ 4,121.9	\$ 2,967.1	\$ 1,154.8

The following factors affected the changes in net revenue, cost of goods sold and gross profit from 2023 to 2024:

- The decrease in volume was primarily due to lower wholesale motorcycle shipments.
- Revenue was adversely impacted by the elimination of the pricing surcharge late in 2023 and a fine-tuned pricing strategy for 2024 partially offset by higher promotional costs in the fourth quarter of 2023 that did not recur in 2024.
- Revenue and gross profit were negatively impacted by weaker foreign currency exchange rates relative to the U.S. dollar as well as less favorable net foreign currency impacts associated with balance sheet remeasurements recorded in cost of goods sold.
- Changes in the shipment mix of motorcycles had a favorable impact on revenue due primarily to a shift away from Cruiser models to higher priced Grand American Touring models during 2024 compared to 2023. The impact of shipment mix on gross profit was adversely impacted by incremental costs primarily within the Grand American Touring motorcycle family related to new product features and upgrades included on the Company's model year 2024 motorcycles. Shipment mix was also negatively impacted by unfavorable changes in mix within apparel and licensing.
- Raw material costs were lower than in the prior year.
- Manufacturing and other costs were negatively impacted by unfavorable manufacturing leverage related to higher fixed costs per unit resulting from lower production volumes, continued moderate inflation and payment of a ratification bonus related to new collective bargaining agreements with hourly employees in Wisconsin. These negative impacts were partially offset by supply-chain productivity gains.

Operating expenses were lower in 2024 compared to 2023 due to lower people costs, including the cost of compensation and benefits, and decreases in other discretionary spending as the Company continued to focus on cost discipline and increased productivity.

LiveWire Segment

Segment Results

Condensed statements of operations for the LiveWire segment were as follows (in thousands, except unit shipments):

	2024	2023	(Decrease) Increase	% Change
Revenue	26,358	38,298	(11,940)	(31.2)
Cost of goods sold	38,872	44,254	(5,382)	(12.2)
Gross profit	(12,514)	(5,956)	(6,558)	110.1
Selling, administrative and engineering expense	97,125	110,853	(13,728)	(12.4)
Operating loss	\$ (109,639)	\$ (116,809)	\$ 7,170	(6.1)%
LiveWire motorcycle unit shipments	612	660	(48)	(7.3)%

During 2024, revenue decreased by \$11.9 million, or 31.2%, compared to 2023. The decrease was primarily due to lower volumes of electric balance bikes and electric motorcycles as well as a lower average prices on electric motorcycles. Cost of sales decreased by \$5.4 million, or 12.2%, during 2024 compared to 2023 on lower volumes of electric balance bikes and electric motorcycles.

During 2024, selling, administrative and engineering expense decreased \$13.7 million, or 12.4%, compared to 2023 largely as a result of lower product development costs and cost reduction initiatives.

HDFS Segment

Segment Results

Condensed statements of operations for the HDFS segment were as follows (in thousands):

	2024	2023	(Decrease) Increase	% Change
HDFS revenue:				
Interest income	\$ 890,836	\$ 802,078	\$ 88,758	11.1 %
Other income	147,702	151,508	(3,806)	(2.5)
	<u>1,038,538</u>	<u>953,586</u>	<u>84,952</u>	<u>8.9</u>
HDFS expenses:				
Interest expense	371,766	332,380	39,386	11.8
Provision for credit losses	247,225	227,158	20,067	8.8
Operating expenses	171,125	159,306	11,819	7.4
	<u>790,116</u>	<u>718,844</u>	<u>71,272</u>	<u>9.9</u>
Operating income	<u>\$ 248,422</u>	<u>\$ 234,742</u>	<u>\$ 13,680</u>	<u>5.8 %</u>

Interest income was higher in 2024 compared to 2023, primarily due to higher average outstanding finance receivables at a higher average yield. Other income decreased largely due to lower licensing revenue partially offset by higher insurance-related income. Interest expense increased due to higher average interest rates on higher outstanding debt and deposits.

The provision for credit losses increased \$20.1 million compared to 2023 due to higher actual retail and wholesale credit losses partially offset by a favorable change in the allowance for credit losses. The favorable change in the allowance for credit losses was largely due to a decrease in retail receivables, partially offset by a larger increase in the wholesale reserve on increased portfolio risk, as compared to 2023. The allowance for credit losses considered current economic conditions and the Company's outlook on future conditions. At the end of 2024, the Company's outlook on economic conditions and its probability weighting of its economic forecast scenarios was weighted toward more pessimistic scenarios given continued challenging macro-economic conditions, including a persistently high interest rate environment and muted consumer confidence. The Company's expectations surrounding its economic forecasts may change in future periods as additional information becomes available.

Annual retail credit losses on the Company's retail motorcycle loans were 3.31% during 2024 compared to 3.00% in 2023. The 30-day delinquency rate for retail motorcycle loans at December 31, 2024 increased to 5.34% from 5.09% at December 31, 2023. The unfavorable retail credit loss and delinquency performance were driven by several factors connected to the macro-economic environment and the related customer and industry dynamics, including the impact of higher motorcycle payments and general inflationary pressures on retail customers. Additionally, the Company continued to experience downward pressure on recovery values at auction. Wholesale credit losses were \$1.5 million higher than 2023 driven by the charge-off of finance receivables related to two troubled dealers.

Operating expenses were higher in 2024 compared to 2023 due in part to increased repossession costs, insurance-related expenses, and foreign currency losses, partially offset by lower employee-related costs.

Changes in the allowance for credit losses on finance receivables were as follows (in thousands):

	2024	2023
Balance, beginning of period	\$ 381,966	\$ 358,711
Provision for credit losses	247,225	227,158
Charge-offs, net of recoveries	(228,008)	(203,903)
Balance, end of period	<u>\$ 401,183</u>	<u>\$ 381,966</u>

At December 31, 2024, the allowance for credit losses on finance receivables was \$378.4 million for retail receivables and \$22.8 million for wholesale receivables. At December 31, 2023, the allowance for credit losses on finance receivables was \$367.0 million for retail receivables and \$14.9 million for wholesale receivables.

Refer to *Note 6 of the Notes to Consolidated financial statements* for further discussion regarding the Company's allowance for credit losses on finance receivables.

Other Matters

New Accounting Standards Issued But Not Yet Adopted

Refer to *Note 1 of the Notes to Consolidated financial statements* for a discussion of new accounting standards that will become effective for the Company in the future.

Critical Accounting Estimates

The Company's financial statements are based on the selection and application of significant accounting policies, which require management to make significant estimates and assumptions. Management believes that the following are the critical judgment areas in the application of accounting policies that currently affect the Company's financial condition and results of operations. Management has discussed the development and selection of these critical accounting estimates with the Audit and Finance Committee of the Company's Board of Directors.

Allowance for Credit Losses on Retail Finance Receivables – The allowance for credit losses on retail finance receivables represents the Company's estimate of lifetime losses, net of recoveries, for its retail finance receivables.

The retail portfolio primarily consists of a large number of small balance, homogeneous finance receivables. The Company performs a collective evaluation of the adequacy of the retail allowance for credit losses. The Company utilizes weighted-average remaining maturity and vintage-based loss forecast methodologies. Vintage-based forecasts include decompositions for probability of default, exposure at default, attrition rate, and recovery balance rate. Reasonable and supportable economic forecasts for a one- or two-year period are incorporated into the methodologies to reflect the estimated impact of changes in future economic conditions, such as unemployment rates, household obligations or other relevant factors, over the reasonable and supportable period. For periods beyond the Company's reasonable and supportable forecasts, the Company reverts to its average historical loss experience immediately or using a mean-reversion process over a three-year period. Adjustments to historical loss information are made for differences in current loan-specific risk characteristics such as differences in underwriting standards, portfolio mix, or term as well as other relevant factors.

Refer to *Note 6 of the Notes to Consolidated financial statements* for further discussion regarding the Company's allowance for credit losses on finance receivables.

Product Recalls – The estimated costs associated with voluntary recalls are recorded when the liability is both probable and estimable. The accrued cost of a recall is based on an estimate of the cost to repair each affected motorcycle and the number of motorcycles expected to be repaired based on historical data concerning the percentage of affected customers that take advantage of recall offers. As actual experience becomes available, it is used to update the accruals.

The factors affecting actual recall costs can be volatile. As a result, actual recall costs may differ from estimates, which could lead to material changes in the Company's accrued recall costs. The Company's recall liabilities are discussed further in *Note 13 of the Notes to Consolidated financial statements*.

Pensions and Other Postretirement Healthcare Benefits – The Company has a defined benefit pension plan and postretirement healthcare benefit plans, which cover certain eligible employees and retirees. The Company also has unfunded supplemental employee retirement plan agreements (SERPA) with certain employees.

U.S. Generally Accepted Accounting Principles (GAAP) requires that companies recognize in their consolidated balance sheets a liability for defined benefit pension and postretirement plans that are underfunded or an asset for defined benefit pension and postretirement benefit plans that are overfunded.

Pension, SERPA and postretirement healthcare obligations and costs are calculated through actuarial valuations. The valuation of benefit obligations and net periodic benefit costs relies on key assumptions including discount rates, mortality, long-term expected return on plan assets, future compensation and healthcare cost trend rates.

The Company determines its discount rate assumptions by referencing high-quality long-term bond rates that are matched to the duration of its benefit obligations. Based on this analysis, the Company decreased the weighted-average discount rate for pension and SERPA obligations from 5.65% as of December 31, 2024 to 5.55% as of December 31, 2025. The Company decreased the weighted-average discount rate for postretirement healthcare obligations from 5.63% as of December 31, 2024 to 5.39% as of December 31, 2025. The Company determines its healthcare trend assumption for the postretirement healthcare obligation by considering factors such as estimated healthcare inflation, the utilization of healthcare benefits and changes in the health of plan participants. Based on the Company's assessment of this data as of December 31, 2025, the Company set its healthcare cost trend rate for the upcoming year at 6.27% as of December 31, 2025. The Company expects the healthcare cost trend rate to reach its ultimate rate of 5.00% by 2033.⁽¹⁾ These assumption changes were reflected immediately in the benefit obligation and will be amortized into net periodic benefit costs over future periods.

Plan assets are measured at fair value and are subject to market volatility. In estimating the expected return on plan assets, the Company considers the historical returns on plan assets, adjusted to reflect the current view of the long-term investment market.

Changes in the funded status of defined benefit pension and postretirement benefit plans resulting from the difference between assumptions and actual results are initially recognized in other comprehensive income and amortized to expense or income over future periods. Sensitivity to changes in major assumptions used in the pension and postretirement healthcare obligations and costs was as follows (in thousands):

	Amounts based on current assumptions	Impact of a 1% decrease in the discount rate	Impact of a 1% increase in the healthcare cost trend rate	Impact of a 1% decrease in the expected return on assets
2025 Net periodic benefit cost (income):				
Pension and SERPA	\$ (44,511)	\$ 9,451	n/a	\$ 20,508
Postretirement healthcare	\$ (10,539)	\$ 380	\$ 779	\$ 2,441
2025 Benefit obligations:				
Pension and SERPA	\$ 1,493,776	\$ 161,287	n/a	n/a
Postretirement healthcare	\$ 172,254	\$ 13,469	\$ 4,881	n/a

The impact of a 1% decrease in the discount rate on net periodic benefit income includes an unfavorable impact on the amortization of unrecognized net actuarial losses, an unfavorable impact on service cost and a favorable impact on interest cost. The amounts based on current assumptions above exclude the impact of settlements and curtailments. This information should not be viewed as predictive of future amounts. The calculations of pension, SERPA and postretirement healthcare obligations and costs are based on many factors in addition to those discussed here. This information should be considered in combination with the information provided in *Note 14 of the Notes to Consolidated financial statements*.

Income Taxes – The Company accounts for income taxes in accordance with *Accounting Standards Codification Topic 740, Income Taxes* (Topic 740). Deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between financial statement carrying amounts of existing assets and liabilities and their respective tax bases and operating loss and other loss carryforwards. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The Company reviews its deferred income tax asset valuation allowances on a quarterly basis or whenever events or changes in circumstances indicate that a review is required. In determining the requirement for a valuation allowance, the historical and projected financial results of the legal entity or consolidated group recording the net deferred income tax asset is considered, along with any positive or negative evidence including tax law changes. Since future financial results and tax law may differ from previous estimates, periodic adjustments to the Company's valuation allowances may be necessary.

The Company is subject to income taxes in the U.S. and foreign jurisdictions. These tax laws and regulations are complex and significant judgment is required in determining the Company's worldwide provision for income taxes and recording the related deferred tax assets and liabilities.

In the ordinary course of the Company's business, there are transactions and calculations where the ultimate tax determination is uncertain. Accruals for unrecognized tax benefits are provided for in accordance with the requirements of Topic 740. An unrecognized tax benefit represents the difference between the recognition of benefits related to items for income tax reporting purposes and financial reporting purposes. The unrecognized tax benefit is included within *Other long-term liabilities* on the *Consolidated balance sheets*. The Company has a liability for interest and penalties on exposure items, if applicable, which is recorded as a component of the overall income tax provision. The Company is regularly audited by tax authorities as a normal course of business. Although the outcome of tax audits is always uncertain, the Company believes that

it has appropriate support for the positions taken on its tax returns and that its annual tax provision includes amounts sufficient to pay any assessments⁽¹⁾. Nonetheless, the amounts ultimately paid, if any, upon resolution of the issues raised by the taxing authorities may differ materially from the amounts accrued for each year.

Refer to *Note 3 of the Notes to Consolidated financial statements* for further discussion regarding the Company's income taxes.

Commitments and Contingencies

The Company is subject to lawsuits and other claims related to product, commercial, employee, environmental and other matters. In determining costs to accrue related to these items, the Company carefully analyzes cases and considers the likelihood of adverse judgments or outcomes, as well as the potential range of possible loss. Any amounts accrued for these matters are monitored on an ongoing basis and are updated based on new developments or new information as it becomes available for each matter. Refer to *Note 15 of the Notes to Consolidated financial statements* for a discussion of the Company's commitments and contingencies.

Liquidity and Capital Resources

The Company's strategy is to maintain a minimum of twelve months of its projected liquidity requirements through a combination of cash and cash equivalents and availability under its credit facilities. The Company believes its current cash, cash equivalents and availability under its credit facilities are sufficient to meet its liquidity requirements, consistent with this strategy.

The Company expects to fund its on-going operations (excluding the origination of finance receivables) and its capital allocation priorities, including capital expenditures and the return of excess capital to shareholders, primarily with cash flows from operating activities and cash and cash equivalents on hand, including cash generated in 2025 from the HDF5 Transaction as described in *Key Factors*.⁽¹⁾ The Company expects to fund the origination of finance receivables primarily with unsecured debt, unsecured commercial paper, asset-backed commercial paper conduit facilities, committed unsecured bank facilities, asset-backed securitizations, brokered certificates of deposit and cash and cash equivalents on hand. In addition, the Company expects to fund a portion of its finance receivables through the sale under the Forward Flow Agreement of up to two-thirds of the retail finance receivables that HDF5 originates shortly after they are originated.⁽¹⁾

The Company's cash and cash equivalents and availability under its credit and conduit facilities at December 31, 2025 were as follows (in thousands):

Cash and cash equivalents ^(a)	\$	3,091,744
U.S. commercial paper conduit facility:		
Asset-backed U.S. commercial paper conduit facility ^{(b)(c)}		290,551
Borrowings against committed facility		—
Net asset-backed U.S. commercial paper conduit committed facility availability		290,551
Asset-backed Canadian commercial paper conduit facility ^{(b)(d)}		3,451
Borrowings against committed facility		—
Net asset-backed Canadian commercial paper conduit facility		3,451
Availability under credit and conduit facilities:		
Credit facilities		1,420,000
Commercial paper outstanding		(497,776)
Net credit facility availability		922,224
	\$	4,307,970

(a) Includes \$82.8 million of cash and cash equivalents held by LiveWire Group, Inc.

(b) Includes facilities expiring in the next 12 months which the Company expects to renew prior to expiration.⁽¹⁾

(c) Total committed borrowing capacity of the U.S. commercial paper conduit facility was \$1.50 billion at December 31, 2025. Availability was limited based on the amount of U.S. retail finance receivables available to be used as collateral.

(d) Total committed borrowing capacity of the Canadian Conduit facility was C\$165.0 million (\$120.4 million) at December 31, 2025. Availability was limited based on the amount of Canadian retail finance receivables available to be used as collateral.

To access the debt capital markets, the Company relies on credit rating agencies to assign short-term and long-term credit ratings. Generally, lower credit ratings result in higher borrowing costs and reduced access to debt capital markets. A credit rating agency may change or withdraw the Company's ratings based on its assessment of the Company's current and future ability to meet interest and principal repayment obligations. The Company's short-term debt ratings affect its ability to issue unsecured commercial paper. The Company's short- and long-term credit ratings as of December 31, 2025 were as follows:

	Short-Term	Long-Term	Outlook
Moody's	P3	Baa3	Stable
Standard & Poor's	A3	BBB-	CreditWatch Negative
Fitch	F2	BBB+	Stable

The Company recognizes that it must continue to monitor and adjust its business to changes in the lending environment. The Company expects that the Forward Flow Agreement associated with the HDFFS Transaction as described in *Key Factors* will reduce its funding risk in the near-term.⁽¹⁾ The Company intends to continue with a diversified funding profile through a combination of short-term and long-term funding vehicles and to pursue a variety of sources to obtain cost-effective funding.⁽¹⁾ HDFFS segment results could be negatively affected by higher costs of funding and increased difficulty of raising, or potential unsuccessful efforts to raise, funding in the short-term, medium-term and long-term capital markets.⁽¹⁾ These negative consequences could in turn adversely affect the Company's business and results of operations in various ways, including through higher costs of capital, reduced funds available through HDFFS to provide loans to dealers and their retail customers, and dilution to existing shareholders through the use of alternative sources of capital. As a result of the HDFFS Transaction, however, the Company believes those risks are reduced in the near term.

Cash Flow Activity

The Company's cash flow activities for the years ended December 31, were as follows (in thousands):

	2025	2024
Net cash provided by operating activities	\$ 568,922	\$ 1,063,833
Net cash provided (used) by investing activities	3,778,775	(383,330)
Net cash used by financing activities	(3,010,300)	(572,315)
Effect of exchange rate changes on cash, cash equivalents and restricted cash	13,493	(16,145)
Net increase in cash, cash equivalents and restricted cash	\$ 1,350,890	\$ 92,043

Operating Activities

The decrease in operating cash flow in 2025 compared to 2024 was primarily due to lower motorcycle shipment volumes and unfavorable manufacturing and tariff costs compared to 2024. Additionally, operating cash flow decreased due to originations of retail finance receivables classified as held for sale under the Forward Flow Agreement. Cash flows from the origination and collection of retail finance receivables the Company intends to sell at origination are classified within cash flow from operating activities. There were no originations of retail finance receivables held for sale in 2024. Cash flow provided by operating activities was also impacted by positive working capital impacts primarily related to an increase in accounts payable, partially offset by a smaller decrease in inventory in 2025 compared to 2024.

The Company's ongoing operating cash requirements include those related to existing contractual commitments which it expects to fund with cash inflows from operating activities. The Company's purchase orders for inventory used in manufacturing generally do not become firm commitments until 90 days prior to expected delivery. The Company's material contractual operating cash commitments at December 31, 2025 relate to leases, retirement plan obligations and income taxes. The Company's long-term lease obligations and future payments are discussed further in *Note 9 of the Notes to Consolidated financial statements*. The Company's expected future contributions and benefit payments related to its defined benefit retirement plans are discussed further in *Note 14 of the Notes to Consolidated financial statements*. The Company's income taxes include a liability for unrecognized tax benefits and related accrued interest and penalties as discussed further in *Note 3 of the Notes to Consolidated financial statements*. The Company cannot reasonably estimate the period of cash settlement for either the liability for unrecognized tax benefits or accrued interest and penalties. The Company continues to expect that it will fund its ongoing operating cash requirements related to the origination of wholesale finance receivables and retail finance receivables held for sale with the issuance of debt and the sale of retail finance receivables to its counterparties under the Forward Flow Agreement.⁽¹⁾

Investing Activities

The Company's most significant ongoing investing activities consist of capital expenditures and the originations and collections of retail finance receivables held for investment. In 2025, the Company also had \$3.7 billion of net proceeds from the sale of retail finance receivables initially held for investment, \$125.4 million of net proceeds from the sale of securitization beneficial interests, and \$23.7 million of collections from its retained securitization beneficial interests related to the HDFS Transaction with no comparable proceeds or collections in 2024. Capital expenditures were \$153.7 million and \$196.6 million during 2025 and 2024, respectively.

Net cash inflows related to the origination and collection of finance receivables held for investment in 2025, which consisted primarily of retail finance receivables held for investment, were \$295.6 million higher than in 2024 primarily due to lower origination of finance receivables held for investment, partially offset by lower collections of finance receivables held for investment, during 2025. The reduction in originations of finance receivables held for investment was partially due to a portion of retail finance receivable originations being classified as operating cash flows starting in the third quarter of 2025 as they were held for sale under the Forward Flow Agreement, partially offset by lower collection of retail finance receivables that were classified as held for sale at origination. The Company funded its finance receivables held for investment net lending activity through the issuance of debt as discussed in the Financing Activities section.

Financing Activities

The Company's ongoing financing activities consist primarily of dividend payments, share repurchases, deposits and debt activities.

The Company paid dividends of \$0.72 per share totaling \$86.4 million during 2025 and \$0.69 per share totaling \$91.2 million during 2024.

Cash outflows for shares repurchased on a discretionary basis, including shares repurchased pursuant to the ASR, were \$347.5 million in 2025 and \$450.0 million in 2024. Shares repurchased on a discretionary basis in 2025 do not include \$40.0 million of financing cash outflows related to cash that was paid under the ASR agreement that the Company expects will result in discretionary shares delivered to the Company in the first half of 2026 as discussed further in *Note 4 of the Notes to Consolidated financial statements*.⁽¹⁾ Share repurchases of common stock that employees surrendered to satisfy withholding taxes in connection with the vesting of restricted stock units and performance shares were \$5.8 million or 0.2 million shares and \$9.8 million or 0.3 million shares during the years ended December 31, 2025 and 2024, respectively. As of December 31, 2025, there were 23.4 million shares remaining under board-approved share repurchase authorizations.

During 2025, the Company had \$46.6 million of financing cash inflows related to capital contributions from the counterparties in the HDFS Transaction as each of the counterparties paid cash to acquire 4.9% of HDFS as discussed in *Key Factors*. There was no corresponding activity in 2024.

Financing cash flows related to debt and brokered certificates of deposit activities resulted in net cash outflows of \$2.6 billion and \$21.3 million in 2025 and 2024, respectively. The Company's total outstanding debt and liability for brokered certificates of deposit consisted of the following as of December 31 (in thousands):

	2025	2024
Outstanding debt:		
Unsecured commercial paper	\$ 497,776	\$ 640,204
Asset-backed Canadian commercial paper conduit facility	—	77,381
Asset-backed U.S. commercial paper conduit facility	—	431,846
Asset-backed securitization debt, net	—	1,950,138
Medium-term notes, net	2,171,963	3,114,013
Senior notes, net	297,278	746,800
	<u>\$ 2,967,017</u>	<u>\$ 6,960,382</u>
Deposits, net	\$ 536,644	\$ 550,586

Refer to *Note 10 of the Notes to Consolidated financial statements* for a summary of future principal payments on the Company's debt obligations. Refer to *Note 5 of the Notes to Consolidated financial statements* for a summary of future maturities on the Company's certificates of deposit.

Deposits – HDFC offers brokered certificates of deposit to customers indirectly through contractual arrangements with third-party banks and/or securities brokerage firms through its bank subsidiary. The Company had \$536.6 million and \$550.6 million, net of fees, of interest-bearing brokered certificates of deposit outstanding as of December 31, 2025 and 2024, respectively. The deposits are classified as short- and long-term liabilities based upon the term of each brokered certificate of deposit issued. Each separate brokered certificate of deposit is issued under a master certificate, and as such, all outstanding brokered certificates of deposit are considered below the Federal Deposit Insurance Corporation insurance coverage limits.

Credit Facilities – In April 2024, the Company extended its existing \$710.0 million five-year credit facility that was due to mature in April 2025 so that it now matures in April 2029 and amended the language of its existing \$710.0 million five-year credit facility that matures in April 2027 so that it conforms in all respects to the April 2029 credit facility other than maturity date. The five-year credit facilities (together, the Global Credit Facilities) bear interest at variable rates, which may be adjusted upward or downward depending on certain criteria, such as credit ratings. The Global Credit Facilities also require the Company to pay a fee based on the average daily unused portion of the aggregate commitments. The Global Credit Facilities are committed facilities primarily used to support the Company's unsecured commercial paper program.

Unsecured Commercial Paper – Subject to limitations, the Company could issue unsecured commercial paper of up to \$1.42 billion as of December 31, 2025 supported by the Global Credit Facilities, as discussed above. Outstanding unsecured commercial paper may not exceed the unused portion of the Global Credit Facilities. Maturities may range up to 365 days from the issuance date. The Company intends to repay unsecured commercial paper as it matures with additional unsecured commercial paper or through other means, such as borrowing under the Global Credit Facilities, borrowing under its asset-backed U.S. commercial paper conduit facility or through the use of operating cash flow and cash and cash equivalents on hand.

Medium-Term Notes – The Company had the following unsecured medium-term notes issued and outstanding at December 31, 2025 (in thousands):

Principal Amount	Rate	Issue Date	Maturity Date
\$821,814 ^(a)	6.36%	April 2023	April 2026
\$500,000	3.05%	February 2022	February 2027
\$144,903	5.95%	June 2024	June 2029
\$716,152 ^(b)	5.61%	March 2025	March 2030

(a) €700.0 million par value remeasured to U.S. dollar at December 31, 2025

(b) €610.0 million par value remeasured to U.S. dollar at December 31, 2025

The U.S. dollar-denominated medium-term notes provide for semi-annual interest payments and the foreign currency-denominated medium-term notes provide for annual interest payments. Principal on the medium-term notes is due at

maturity. Unamortized discounts and debt issuance costs on the medium-term notes reduced the outstanding balance by \$10.9 million and \$13.1 million at December 31, 2025 and 2024, respectively.

Unsecured Note Redemptions —During November 2025, the Company executed a tender offer for its \$700.0 million 6.50% medium-term notes due 2028 and \$500.0 million 5.95% medium-term notes due 2029, resulting in \$437.1 million and \$355.1 million of notes being redeemed, respectively. During December 2025, the Company executed a make-whole redemption resulting in the remaining \$262.9 million of medium-term notes due 2028 being redeemed. The Company recognized a loss on debt extinguishment of \$67.6 million, which included unamortized discounts and fees, within *Financial services interest expense* on the *Consolidated statements of operations* in connection with these actions.

Senior Notes and Term Loan — In July 2015, the Company issued \$750.0 million of unsecured senior notes in an underwritten offering. The senior notes provide for semi-annual interest payments and principal due at maturity. \$450.0 million of the senior notes, which had an interest rate of 3.50%, matured in July 2025. \$300.0 million of the senior notes mature in July 2045 and have an interest rate of 4.625%. The Company used the proceeds from the debt to repurchase shares of its common stock in 2015.

On July 1, 2025, the Company entered into a term loan facility that permitted the Company to draw up to \$450.0 million on or prior to July 31, 2025. On July 24, 2025, the Company drew \$450.0 million under the facility which carried an interest rate of term Secured Overnight Financing Rate (SOFR) plus a margin based on the Company's credit rating. The Company used the proceeds to pay down the principal and interest of the \$450.0 million 3.50% senior notes that matured in July 2025. In November 2025, the Company used proceeds from the HDF5 Transaction to pay down the principal and interest of the term loan facility in full. The facility included operating and financial covenants that are substantially the same as those described below and applicable under the Global Credit Facilities at the current credit rating levels for the Company's short-term and long-term debt.

On-Balance Sheet Asset-Backed Canadian Commercial Paper Conduit Facility — In June 2025, the Company renewed and amended its revolving facility agreement (Canadian Conduit) with a Canadian bank-sponsored asset-backed commercial paper conduit. Under the renewed and amended agreement, the Canadian Conduit is contractually committed, at the Company's option, to purchase eligible Canadian retail motorcycle finance receivables for proceeds up to C\$165.0 million. The transferred assets are restricted as collateral for the payment of the associated debt. Availability under the Canadian Conduit is based on, among other things, the amount and credit performance of eligible Canadian retail motorcycle finance receivables held as collateral.

The terms for this debt provide for interest on the outstanding principal based on prevailing market interest rates plus a specified margin. The Canadian Conduit also provides for a program fee and an unused commitment fee based on the unused portion of the total aggregate commitment. There is no amortization schedule; however, the debt is reduced monthly as available collections on the related finance receivables are applied to outstanding principal. Upon expiration of the Canadian Conduit, any outstanding principal will continue to be reduced monthly through available collections. Unless earlier terminated or extended by mutual agreement between the Company and the lenders, as of December 31, 2025, the Canadian Conduit had an expiration date of June 30, 2026.

There were no finance receivable transfers under the Canadian Conduit Facility during the year ended December 31, 2025. Quarterly transfers of Canadian retail motorcycle finance receivables to the Canadian Conduit and the respective proceeds were as follows in 2024 (in millions):

	2024	
	Transfers	Proceeds
First quarter	\$ 34.9	\$ 28.6
Second quarter	20.6	16.9
Third quarter	17.9	14.7
Fourth quarter	—	—
	<u>\$ 73.4</u>	<u>\$ 60.2</u>

On-Balance Sheet Asset-Backed U.S. Commercial Paper Conduit Facilities VIE — In October 2025, the Company renewed its \$1.50 billion revolving facility agreement (the U.S. Conduit Facility) with third-party banks and their asset-backed U.S. commercial paper conduits. Under the revolving facility agreement, the Company may transfer U.S. retail motorcycle finance receivables to an SPE, which in turn may issue debt to those third-party banks and their asset-backed U.S. commercial paper conduits. Availability under the U.S. Conduit Facility is based on, among other things, the amount and credit performance of eligible U.S. retail motorcycle finance receivables held by the SPE as collateral. In addition to extending the term of the U.S.

Conduit Facility, the October 2025 amendment updated the fee structure and finance receivable take-out provisions to better align with ongoing HDFS funding needs, including consideration of the Forward Flow Agreement that formed part of the HDFS Transaction.

Under the U.S. Conduit Facility, the assets of the SPE are restricted as collateral for the payment of the debt or other obligations arising in the transaction and are not available to pay other obligations or claims of the Company's creditors. The terms for this debt provide for interest on the outstanding principal based on prevailing commercial paper rates if funded by a conduit lender through the issuance of commercial paper. The interest rate on all borrowings, if not funded by a conduit lender through the issuance of commercial paper, is based on the Secured Overnight Financing Rate (SOFR), with provisions for a transition to other benchmark rates in the future, if necessary. In addition to interest, a program fee is assessed based on the outstanding debt principal balance. The U.S. Conduit Facility also provides for an unused commitment fee based on the unused portion of the total aggregate commitment. There is no amortization schedule; however, the debt is reduced monthly as available collections on the related finance receivables are applied to outstanding principal. Upon expiration of the U.S. Conduit Facility, any outstanding principal will continue to be reduced monthly through available collections. Unless earlier terminated or extended by mutual agreement of the Company and the lenders, as of December 31, 2025, the U.S. Conduit Facility has an expiration date of October 30, 2026.

Quarterly transfers of U.S. retail motorcycle finance receivables to the U.S. Conduit and the respective proceeds were as follows (in millions):

	2025		2024	
	Transfers	Proceeds	Transfers	Proceeds
First quarter	\$ 179.5	\$ 155.0	\$ 334.8	\$ 306.0
Second quarter	—	—	—	—
Third quarter	—	—	—	—
Fourth quarter	—	—	137.5	103.8
	<u>\$ 179.5</u>	<u>\$ 155.0</u>	<u>\$ 472.3</u>	<u>\$ 409.8</u>

On-Balance Sheet Asset-Backed Securitization VIEs – For all of its on-balance sheet asset-backed securitization transactions, the Company transfers U.S. retail motorcycle finance receivables to separate VIEs, which in turn issue secured notes with various maturities and interest rates to investors. All of the notes held by the VIEs are secured by future collections of the purchased U.S. retail motorcycle finance receivables. The U.S. retail motorcycle finance receivables included in the asset-backed securitization transactions are not available to pay other obligations or claims of the Company's creditors until the associated debt and other obligations are satisfied. Restricted cash balances held by the VIEs are used only to support the asset-backed securitizations.

The accounting treatment for asset-backed securitizations depends on the terms of the related transaction and the Company's continuing involvement with the VIE. During the third quarter of 2025, in conjunction with the HDFS Transaction, HDFS determined that it was no longer the primary beneficiary of most of its asset-backed securitization VIEs and also met the criteria for those asset-backed VIEs to be accounted for as a sale. Accordingly, those VIEs were deconsolidated and accounted for as sales during the third quarter of 2025. After deconsolidating certain VIEs in conjunction with the HDFS Transaction, the Company had one on-balance sheet asset-backed securitization remaining that was repaid in full during 2025. Refer to *Note 11* of the *Notes to Consolidated financial statements* for further discussion.

Quarterly transfers of U.S. retail motorcycle finance receivables to SPEs, the respective proceeds, and the respective proceeds, net of discounts and issuance costs were as follows (in millions):

	2025			2024		
	Transfers	Proceeds	Proceeds, net	Transfers	Proceeds	Proceeds, net
First quarter	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —
Second quarter	584.4	500.0	497.8	607.8	550.0	547.6
Third quarter	—	—	—	663.1	600.0	597.6
Fourth quarter	—	—	—	—	—	—
	<u>\$ 584.4</u>	<u>\$ 500.0</u>	<u>\$ 497.8</u>	<u>\$ 1,270.9</u>	<u>\$ 1,150.0</u>	<u>\$ 1,145.2</u>

Off-Balance Sheet Asset-Backed Financing - During the third quarter of 2025, HDFS sold 95% of its residual interest in retail finance receivables that were transferred to certain SPEs through on-balance sheet asset-backed securitization

transactions to two counterparties as part of the HDFS Transaction. As a result, HDFS determined that it was no longer the primary beneficiary of the associated VIEs. Accordingly, the VIEs were deconsolidated during the third quarter of 2025. HDFS confirmed that the transfers of loans that occurred at the inception of each VIE met the criteria for an accounting sale under ASC 860. For more information refer to *Note 11* of the *Notes to Consolidated financial statements*.

Intercompany Agreements – Harley Davidson, Inc. has a support agreement with Harley-Davidson Financial Services Inc. whereby, if required, Harley-Davidson, Inc. agrees to provide Harley-Davidson Financial Services Inc. with financial support to maintain Harley-Davidson Financial Services Inc.'s fixed-charge coverage at 1.25 and minimum net worth of \$40.0 million. Support may be provided at Harley-Davidson, Inc.'s option as capital contributions or loans. No amount has ever been provided to Harley-Davidson Financial Services Inc. under the support agreement.

On February 14, 2024, Harley-Davidson, Inc. entered into a Convertible Delayed Draw Term Loan Agreement (Convertible Term Loan) with LiveWire Group, Inc. and a wholly-owned subsidiary of LiveWire Group, Inc. whereby LiveWire was able to obtain term loans in one or more advances up to an aggregate principal amount of \$100.0 million. The Convertible Term Loan had a maturity date of the earlier of (i) 24 months from the date of the first draw on the loan or (ii) October 31, 2026. The Convertible Term Loan contained a provision that provided for Harley-Davidson, Inc. to convert amounts outstanding to equity at the maturity date if, on the maturity date, Harley-Davidson, Inc. determined, acting reasonably and in good faith, that LiveWire Group, Inc. did not have the financial wherewithal to repay all amounts outstanding. LiveWire Group, Inc. did not draw any amounts under the Convertible Term Loan.

On November 9, 2025, Harley-Davidson, Inc. entered into an Amended and Restated Delayed Draw Term Loan Agreement (Term Loan) with LiveWire Group, Inc. and a wholly-owned subsidiary of LiveWire Group, Inc., which amended the Convertible Term Loan. The Term Loan provided LiveWire Group, Inc. with access of up to \$75.0 million to be drawn between November 17, 2025 and December 15, 2025. The maturity date of the amount outstanding under the Term Loan, including interest, is December 15, 2027. The Term Loan requires mandatory prepayment of the principal amount of the Term Loan from the first \$10.0 million of net proceeds (defined as gross proceeds less offering costs) from the At-The-Market program managed by LiveWire Group Inc., which is a program designed to raise capital from external investors in LiveWire Group Inc. The At-The-Market proceeds mandatory prepayment would apply to any funds raised from the funding of the Term Loan through the maturity date. No other scheduled principal payments are required to be made on the Term Loan and the remaining principal balance must be paid in full on the maturity date. The amount outstanding under the Term Loan bears interest at a floating rate per annum, as calculated as of the date of funding of the Term Loan and as of each June 1 and December 1 thereafter, equal to the sum of (i) the forward-looking term rate based on SOFR (secured overnight financing rate published by the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate)) for a 6-month interest period, plus (ii) 4.00%. Interest is compounded on a semi-annual basis on May 31 and November 30 and is required to be paid in full on the maturity date. The Term Loan includes negative covenants restricting the ability of LiveWire Group, Inc. to incur indebtedness, create liens, sell assets, make investments, make fundamental changes, make dividends or other restricted payments and enter into affiliate transactions. All of the obligations under the Term Loan are secured by a security interest in substantially all of the assets of LiveWire Group, Inc.

On December 15, 2025, LiveWire Group, Inc. borrowed \$75.0 million under the Term Loan, which remained outstanding as of December 31, 2025.

The Company believes headwinds facing the broader powersports and discretionary leisure industries are even more complicated in the electric vehicle (EV) segment of the market. The Company believes indicators point to a much later EV adoption than the Company originally anticipated given a lack of government incentives and a notably less favorable regulatory environment, combined with a slower expansion of charging infrastructure. LiveWire will continue seeking external capital under its At-The-Market program and review its product portfolio, including its planned introduction of smaller mini-motorcycles that are oriented toward urban use. In addition, LiveWire plans to continue to drive additional significant cost savings to reduce operating losses with the intention of establishing a sustainable business model with the existing funds available. The Company does not plan to make additional investments in LiveWire beyond the amount outstanding under the Term Loan described above.

Operating and Financial Covenants – Harley-Davidson Financial Services Inc. and the Company are subject to various operating and financial covenants related to the credit facilities and various operating covenants under the medium-term and senior notes and the U.S. and Canadian asset-backed commercial paper conduit facilities. The more significant covenants are described below.

The operating covenants limit the Company's and Harley-Davidson Financial Services Inc.'s ability to:

- Assume or incur certain liens;
- Participate in certain mergers or consolidations; and

- Purchase or hold margin stock.

Under the current financial covenants of the Global Credit Facilities, the ratio of Harley-Davidson Financial Services Inc.'s consolidated debt, excluding secured debt, to Harley-Davidson Financial Services Inc.'s consolidated allowance for credit losses on finance receivables plus Harley-Davidson Financial Services Inc.'s consolidated shareholders' equity, excluding accumulated other comprehensive loss (AOCL), cannot exceed 10.0 to 1.0 as of the end of any fiscal quarter. In addition, the ratio of the Company's consolidated debt to the Company's consolidated debt and consolidated shareholders' equity (where the Company's consolidated debt in each case excludes that of Harley-Davidson Financial Services Inc. and its subsidiaries, and the Company's consolidated shareholders' equity excludes AOCL) cannot exceed 0.7 to 1.0 as of the end of any fiscal quarter. No financial covenants are required under the medium-term or senior notes or the U.S. or Canadian asset-backed commercial paper conduit facilities.

At December 31, 2025 and 2024, Harley-Davidson Financial Services Inc. and the Company remained in compliance with all of the then-existing covenants.

Cautionary Statements

The Company intends that certain matters discussed in this report are "forward-looking statements" intended to qualify for the safe harbor from liability established by the Private Securities Litigation Reform Act of 1995. These forward-looking statements can generally be identified as such by reference to this footnote or because the context of the statement will include words such as the Company "believes," "anticipates," "expects," "plans," "projects," "may," "will," "estimates," "targets," "intends," "forecasts," "seeks," "sees," "should," "feels," "commits," "assumes," "envisions," or words of similar meaning. Similarly, statements that describe or refer to future expectations, future plans, strategies, objectives, outlooks, targets, guidance, commitments or goals are also forward-looking statements. Such forward-looking statements are subject to certain risks and uncertainties that could cause actual results to differ materially, unfavorably or favorably, from those anticipated as of the date of this report. Certain of such risks and uncertainties are described below. Shareholders, potential investors, and other readers are urged to consider these factors in evaluating the forward-looking statements and are cautioned not to place undue reliance on such forward-looking statements. The forward-looking statements included in this report are only made as of the date of this report, and the Company disclaims any obligation to publicly update such forward-looking statements to reflect subsequent events or circumstances.

Important factors that could affect future results and cause those results to differ materially from those expressed in the forward-looking statements include, among others, the Company's ability to: (a) develop and begin to implement a new strategic plan that will ultimately be successful; (b) manage supply chain and logistics issues, including without limitation quality issues, unexpected interruptions or price increases caused by supplier volatility, raw material shortages, inflation, war or other hostilities, including the conflict in Ukraine, or natural disasters and longer shipping times and increased logistics costs; (c) manage and predict the impact that new, reinstated or adjusted tariffs may have on the Company's ability to sell products domestically and internationally, and the cost of raw materials and components, including tariffs recently imposed or that may be imposed by the U.S. on foreign goods or rebalancing or other tariffs recently imposed or that may be imposed by foreign countries on U.S. goods; (d) accurately analyze, predict and react to changing market conditions, interest rates, and geopolitical environments, and successfully adjust to shifting global consumer needs and interests; (e) accurately predict the margins of its segments in light of, among other things, tariffs, rebalancing trade measures, inflation, foreign currency exchange rates, the cost associated with product development initiatives and the Company's complex global supply chain; (f) maintain and enhance the value of the Harley-Davidson brand, including detecting and mitigating or remediating the impact of activist collective actions, such as calls for boycotts and other brand-damaging behaviors that could harm the Company's brand or business; (g) manage through changes in general economic and business conditions, including changing capital, credit and retail markets, and the changing domestic and international political environments, including as a result of the conflict in Ukraine; (h) successfully access the capital and/or credit markets on terms that are acceptable to the Company and within its expectations; (i) successfully carry out its global manufacturing and assembly operations; (j) develop and introduce products, services and experiences on a timely basis that the market accepts, that enable the Company to generate desired sales levels and that provide the desired financial returns; (k) perform in a manner that enables the Company to benefit from market opportunities while competing against existing and new competitors; (l) manage the impact that prices for and supply of used motorcycles may have on its business, including on retail sales of new motorcycles; (m) prevent, detect and remediate any issues with its motorcycles or any issues associated with the design, manufacturing or assembly processes to avoid delays in new model launches, recall campaigns, regulatory agency investigations, increased warranty costs or litigation and adverse effects on its reputation and brand strength, and carry out any product programs or recalls within expected costs and timing; (n) successfully manage and reduce costs throughout the business; (o) continue to develop the capabilities of its distributors and dealers, effectively implement changes relating to its dealers and distribution methods, including the Company's dealer footprint, and manage the risks that its dealers may have difficulty obtaining capital and managing through changing economic conditions and consumer demand; (p) realize the desired business benefits from LiveWire operating as a separate

public company, which may be affected by, among other things: (i) the ability of LiveWire to execute its plans to develop, produce, market and sell its electric vehicles; (ii) the demand for and consumer willingness to adopt two- and three-wheeled electric vehicles; (iii) the ability of LiveWire to obtain sufficient funding from sources other than the Company to sustain its operations; and (iv) other risks and uncertainties indicated in documents filed with the SEC by the Company or LiveWire Group, Inc., including those risks and uncertainties noted in *Risk Factors* under *Item 1.A* of LiveWire Group Inc.'s most recent Annual Report on Form 10-K; (q) manage the quality and regulatory non-compliance issues relating to the brake hose assemblies provided to the Company by Proterial Cable America, Inc. in a manner that avoids future quality or non-compliance issues and additional costs or recall expenses that are material; (r) maintain a productive relationship with Hero MotoCorp as a distributor and licensee of the Harley-Davidson brand name; (s) successfully maintain or achieve a manner in which to sell motorcycles in Europe, China, and the Company's Association of Southeast Asian Nations (ASEAN) countries that does not subject its motorcycles to incremental tariffs; (t) manage its Thailand corporate and manufacturing operation in a manner that allows the Company to avail itself of preferential free trade agreements and duty rates, and sufficiently lower prices of its motorcycles in certain markets; (u) retain and attract talented employees and leadership and qualified and experienced independent directors for its Board of Directors, eliminate personnel duplication, inefficiencies and complexity throughout the organization, successfully complete transitions of executives, and effectively manage the return to on-site work of Milwaukee-based corporate employees at specified Company facilities; (v) accurately estimate and adjust to fluctuations in foreign currency exchange rates, interest rates and commodity prices; (w) manage the credit quality, the loan servicing and collection activities, and the recovery rates of HDFS's loan portfolio; (x) prevent ransomware attacks or cybersecurity incidents and data privacy breaches and respond to related evolving regulatory requirements; (y) adjust to tax reform, healthcare inflation and reform and pension reform, and successfully estimate the impact of any such reform on the Company's business; (z) manage through the effects inconsistent and unpredictable weather patterns may have on retail sales of motorcycles; (aa) implement and manage enterprise-wide information technology systems, including systems at its manufacturing facilities; (bb) manage changes, prepare for, and respond to evolving requirements in legislative and regulatory environments related to its products, services and operations, including increased environmental, safety, emissions or other regulations; (cc) manage its exposure to product liability claims in a manner that avoids or successfully mitigates the impact of substantial jury verdicts and manage exposure in commercial or contractual disputes; (dd) continue to manage the relationships and agreements that the Company has with its labor unions to help drive long-term competitiveness; (ee) realize the desired business benefits from KKR's and PIMCO's investments in HDFS; (ff) manage risks related to functions the Company outsources and the use of artificial intelligence by the Company and its vendors and suppliers; (gg) achieve anticipated results with respect to the Company's preowned motorcycle program, Harley-Davidson Certified, the Company's H-D1 Marketplace, and Apparel and Licensing; (hh) optimize capital allocation in light of the Company's capital allocation priorities; (ii) manage the Company's share repurchase strategy; and (jj) manage issues related to climate change and related regulations.

The Company's ability to sell its motorcycles and related products and services and to meet its financial expectations also depends on the ability of the Company's dealers to sell its motorcycles and related products and services to retail customers. The Company depends on the capability and financial capacity of its dealers to develop and implement effective retail sales plans to create demand for the motorcycles and related products and services they purchase from the Company. In addition, the Company's dealers and distributors may experience difficulties in operating their businesses and selling Harley-Davidson motorcycles and related products and services as a result of weather, economic conditions, or other factors.

HDFS's retail credit losses will continue to change over time due to changing consumer credit behavior, macroeconomic conditions including the impact of inflation and HDFS's efforts to increase prudently structured loan approvals to sub-prime borrowers. In addition, HDFS's efforts to adjust underwriting criteria based on market and economic conditions, and actions that the Company has taken and could take that impact motorcycle values, may impact HDFS's retail credit losses.

The Company's operations, demand for its products, and its liquidity could be adversely impacted by changes in tariffs, inflation, work stoppages, facility closures, strikes, natural causes, widespread infectious disease, terrorism, war or other hostilities, including the conflict in Ukraine, or other factors. Refer to "Risk Factors" under Item 1.A of this report for a discussion of additional risk factors and a more complete discussion of some of the cautionary statements noted above.

Item 7A. Quantitative and Qualitative Disclosures About Market Risk

The Company is exposed to market risk from changes in foreign currency exchange rates, commodity prices and interest rates. To reduce such risks, the Company selectively uses derivative financial instruments. All hedging transactions are authorized and executed pursuant to regularly reviewed policies and procedures, which prohibit the use of financial instruments for speculative trading purposes. Sensitivity analysis is used to manage and monitor foreign currency exchange rate and interest rate risks. Further disclosure relating to the fair value of the Company's derivative financial instruments is included in *Note 8 of the Notes to Consolidated financial statements*.

HDMC Segment

The Company sells its motorcycles and related products internationally and in most markets those sales are made in the foreign country's local currency. As a result, the HDMC segment operating results are affected by fluctuations in the value of the U.S. dollar relative to foreign currencies. The Company's most significant foreign currency exchange rate risk resulting from the sale of motorcycles and related products relates to the Euro, Australian dollar, Japanese yen, Brazilian real, Canadian dollar, Mexican peso, Chinese yuan, Singapore dollar, Thai baht and Pound sterling. The Company utilizes foreign currency contracts to mitigate the effect of certain currencies' fluctuations on HDMC segment operating results. The foreign currency contracts are entered into with banks and allow the Company to exchange currencies at a future date, based on a fixed exchange rate. At December 31, 2025 and 2024, the notional U.S. dollar value of outstanding foreign currency contracts was \$448.3 million and \$455.3 million, respectively. The Company estimates that a uniform 10% weakening in the value of the U.S. dollar relative to the currencies underlying these contracts would result in a decrease in the fair value of the contracts of approximately \$45.2 million and \$43.6 million as of December 31, 2025 and 2024, respectively.

The Company purchases commodities for use in the production of motorcycles. As a result, HDMC segment operating income is affected by changes in commodity prices. The Company uses derivative financial instruments on a limited basis to hedge the prices of certain commodities. At December 31, 2025, the notional value of these instruments was \$4.5 million and the fair value was a net liability of \$0.2 million. As of December 31, 2024, the notional value of these instruments was \$4.2 million and the fair value was a net liability of \$0.1 million. The potential decrease in fair value of these contracts from a 10% adverse change in the underlying commodity prices would not be significant.

LiveWire Segment

LiveWire sells its electric motorcycles, electric balance bikes and related products internationally, and in most markets, those sales are made in the foreign country's local currency. As a result, LiveWire's operating results are affected by fluctuations in the values of the U.S. dollar relative to foreign currencies; however, the impact of such fluctuations on LiveWire's operations to date have not been material given the majority of LiveWire's sales are currently in the U.S. LiveWire plans to expand its business and operations internationally and expects its exposure to currency rate risk to increase as it grows its international presence.

HDFS Segment

The Company has interest rate-sensitive financial instruments including finance receivables, debt and interest rate derivative financial instruments. As a result, HDFS operating income is affected by changes in interest rates. The Company periodically utilizes interest rate caps to reduce the impact of fluctuations in interest rates on its floating-rate asset-backed securitization transactions. HDFS had an interest rate cap with a notional value of \$273.0 million outstanding at December 31, 2024 that expired during year ended December 31, 2025. As a result, no interest rate caps were outstanding at December 31, 2025. At December 31, 2024, HDFS estimated that a 10% decrease in interest rates would not result in a material change to the fair value of the interest rate cap agreements.

The Company also has short-term commercial paper and debt issued through the commercial paper conduit facilities that is subject to changes in interest rates that it does not hedge. The Company estimates that a one-percentage point increase in the interest rate on commercial paper and debt issued through the commercial paper conduit facilities as of December 31, 2025 would increase *Financial services interest expense* by approximately \$5.0 million. This analysis does not consider the effects of the reduced level of overall economic activity that could exist in such an environment. Further, in the event of a change in interest rates, the Company may take actions to mitigate its exposure to the change. However, due to the uncertainty of the specific actions that would be taken and their possible effects, the sensitivity analysis does not account for these impacts.

The Company has foreign currency-denominated medium-term notes, and as a result, HDFS operating income is affected by fluctuations in the value of the U.S. dollar relative to foreign currencies and interest rates. At December 31, 2025, this exposure related to the Euro. The Company utilizes cross-currency swaps to mitigate the effect of the foreign currency

exchange rate and interest rate fluctuations related to foreign denominated debt. The Company had cross-currency swaps outstanding with a notional value of \$1.42 billion at December 31, 2025 and cross-currency swaps outstanding with a notional value of \$759.8 million at December 31, 2024. The Company estimates that a 10% adverse change in the underlying foreign currency exchange rate and interest rate would result in a \$157.3 million and \$73.7 million decrease in the fair value of the swap agreements as of December 31, 2025 and 2024, respectively.

Item 8. Financial Statements and Supplementary Data

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REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Shareholders and the Board of Directors of Harley-Davidson, Inc.

Opinion on Internal Control Over Financial Reporting

We have audited Harley-Davidson, Inc.'s internal control over financial reporting as of December 31, 2025, based on criteria established in Internal Control – Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) (the COSO criteria). In our opinion, Harley-Davidson, Inc. (the Company) maintained, in all material respects, effective internal control over financial reporting as of December 31, 2025, based on the COSO criteria.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated balance sheets of the Company as of December 31, 2025 and 2024, the related consolidated statements of operations, comprehensive income, shareholders' equity and cash flows for each of the three years in the period ended December 31, 2025, and the related notes and financial statement schedule listed in the Index at Item 15(a)(2) and our report dated February 26, 2026 expressed an unqualified opinion thereon.

Basis for Opinion

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting included in the accompanying Management's Report on Internal Control over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects.

Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

Definition and Limitations of Internal Control Over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ Ernst & Young LLP
Chicago, Illinois
February 26, 2026

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Shareholders and the Board of Directors of Harley-Davidson, Inc.

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of Harley-Davidson, Inc. (the Company) as of December 31, 2025 and 2024, the related consolidated statements of operations, comprehensive income, shareholders' equity and cash flows for each of the three years in the period ended December 31, 2025, and the related notes and financial statement schedule listed in the Index at Item 15(a)(2) (collectively referred to as the "consolidated financial statements"). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company at December 31, 2025 and 2024, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2025, in conformity with U.S. generally accepted accounting principles.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of December 31, 2025, based on criteria established in Internal Control – Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework), and our report dated February 26, 2026 expressed an unqualified opinion thereon.

Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical Audit Matter

The critical audit matter communicated below is a matter arising from the current period audit of the consolidated financial statements that was communicated or required to be communicated to the audit committee and that: (1) relates to accounts or disclosures that are material to the consolidated financial statements and (2) involved our especially challenging, subjective, or complex judgments. The communication of the critical audit matter does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the account or disclosure to which it relates.

<i>Description of the Matter</i>	<i>Transfer of Financial Assets – Refer to Note 6 to the consolidated financial statements</i> The Company entered into a retail finance receivables sales agreement (the “Sales Agreement”) to sell a significant portion of its retail finance receivables portfolio and to sell the majority of its residual interests in certain of the securitization trusts that are collateralized by the Company’s retail finance receivables. Upon entry into the Sales Agreement, the Company sold \$4.2 billion of retail finance receivables and sold 95% of its residual interests in each securitization trust (collectively, the “financial assets”). The Company accounted for the Sales Agreement transaction as a sale of financial assets, with the associated finance receivables and securitization interests derecognized from the Company’s Balance Sheet.
<i>How We Addressed the Matter in Our Audit</i>	We identified the accounting for the Sales Agreement transactions as a critical audit matter because of the complexity in determining whether the finance receivables and residual securitization interests have been isolated from the Company and whether the Company has transferred control of the assets such that the transfers should be accounted for as sales of financial assets. We tested the design and operating effectiveness of management’s controls over the transfer of the financial assets for the Sales Agreement transactions, including management’s controls over the evaluation of the terms of the Sales Agreement documents and other accompanying agreements.

We evaluated the Company’s determination of the sales of the financial assets by evaluating, among other factors, if the transferred financial assets have been isolated from the Company and the Company has transferred control of the financial assets. Specifically, our procedures included, among others, obtaining and evaluating opinions from outside legal counsel and evaluating whether the financial assets have been appropriately isolated from the Company, and obtaining the executed Sales Agreement and evaluating whether the Company assigned its rights, titles, interests, claims, and demands to the third-party assignees, and whether the Company retained any rights with respect to the payments assigned to the third-party assignees.

/s/ Ernst & Young LLP

We have served as the Company’s auditor since 1982.

Chicago, Illinois

February 26, 2026

HARLEY-DAVIDSON, INC.
CONSOLIDATED STATEMENTS OF OPERATIONS
Years ended December 31, 2025, 2024 and 2023
(In thousands, except per share amounts)

	2025	2024	2023
Revenue:			
Motorcycles and related products	\$ 3,603,979	\$ 4,148,264	\$ 4,882,892
Financial services	869,196	1,038,538	953,586
	4,473,175	5,186,802	5,836,478
Costs and expenses:			
Motorcycles and related products cost of goods sold	2,741,821	3,005,940	3,322,306
Financial services interest expense	388,636	371,766	332,380
Financial services provision for credit losses	(191,392)	247,225	227,158
Selling, administrative and engineering expense	1,147,475	1,145,244	1,175,550
	4,086,540	4,770,175	5,057,394
Operating income	386,635	416,627	779,084
Other income, net	61,270	72,295	71,808
Investment income	44,270	58,964	46,771
Interest expense	33,444	30,748	30,787
Income before income taxes	458,731	517,138	866,876
Income tax provision	129,577	71,963	171,830
Net income	329,154	445,175	695,046
Less: Loss attributable to noncontrolling interests	9,584	10,182	11,540
Net income attributable to Harley-Davidson, Inc.	\$ 338,738	\$ 455,357	\$ 706,586
Earnings per share:			
Basic	\$ 2.82	\$ 3.46	\$ 4.96
Diluted	\$ 2.78	\$ 3.44	\$ 4.87
Cash dividends per share	\$ 0.72	\$ 0.69	\$ 0.66

The accompanying notes are integral to the consolidated financial statements.

HARLEY-DAVIDSON, INC.
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
Years ended December 31, 2025, 2024 and 2023
(In thousands)

	2025	2024	2023
Net income	\$ 329,154	\$ 445,175	\$ 695,046
Other comprehensive income (loss), net of tax:			
Foreign currency translation adjustments	65,108	(22,363)	11,532
Derivative financial instruments	(22,959)	14,143	3,839
Unrealized gain on available for sale securities	176	—	—
Pension and postretirement benefit plans	33,244	(19,524)	21,596
	<u>75,569</u>	<u>(27,744)</u>	<u>36,967</u>
Comprehensive income	404,723	417,431	732,013
Less: Comprehensive loss attributable to noncontrolling interests	\$ 6,524	\$ 10,182	\$ 11,540
Comprehensive income attributable to Harley-Davidson, Inc.	<u>\$ 411,247</u>	<u>\$ 427,613</u>	<u>\$ 743,553</u>

The accompanying notes are integral to the consolidated financial statements.

HARLEY-DAVIDSON, INC.
CONSOLIDATED BALANCE SHEETS
December 31, 2025 and 2024
(In thousands)

	2025	2024
ASSETS		
Cash and cash equivalents	\$ 3,091,744	\$ 1,589,608
Accounts receivable, net	225,760	234,315
Finance receivables held for sale, net	264,238	—
Finance receivables held for investment, net of allowance of \$5,591 and \$72,244	981,926	2,031,496
Inventories, net	730,898	745,793
Restricted cash	—	135,661
Other current assets	292,383	259,764
Current assets	5,586,949	4,996,637
Finance receivables held for investment, net of (recovery) allowance of \$(7,826) and \$328,939	719,060	5,256,798
Property, plant and equipment, net	750,224	757,072
Pension and postretirement assets	546,303	440,825
Goodwill	63,913	61,655
Deferred income taxes	73,792	175,826
Lease assets	82,542	63,853
Other long-term assets	222,032	128,913
	<u>\$ 8,044,815</u>	<u>\$ 11,881,579</u>
LIABILITIES AND SHAREHOLDERS' EQUITY		
Accounts payable	\$ 389,237	\$ 298,718
Accrued liabilities	671,957	593,960
Short-term deposits, net	280,095	173,099
Short-term debt	497,776	640,204
Current portion of long-term debt, net	819,629	1,851,513
Current liabilities	2,658,694	3,557,494
Long-term deposits, net	256,549	377,487
Long-term debt, net	1,649,612	4,468,665
Lease liabilities	69,425	47,420
Pension and postretirement liabilities	53,135	53,874
Deferred income taxes	5,506	16,889
Other long-term liabilities	195,044	201,250
Commitments and contingencies (Note 15)		
Shareholders' equity:		
Preferred stock, none issued	—	—
Common stock (Note 4)	1,726	1,720
Additional paid-in-capital	1,790,175	1,792,523
Retained earnings	3,717,408	3,465,058
Accumulated other comprehensive loss	(257,137)	(332,706)
Treasury stock, at cost (Note 4)	(2,111,504)	(1,760,548)
Total Harley-Davidson, Inc. shareholders' equity	3,140,668	3,166,047
Noncontrolling interest	16,182	(7,547)
Total equity	3,156,850	3,158,500
	<u>\$ 8,044,815</u>	<u>\$ 11,881,579</u>

HARLEY-DAVIDSON, INC.
CONSOLIDATED BALANCE SHEETS (continued)
December 31, 2025 and 2024
(In thousands)

	2025	2024
Balances held by consolidated variable interest entities (Note 11)		
Finance receivables held for investment, net - current	\$ —	\$ 618,231
Other assets	\$ —	\$ 7,364
Finance receivables held for investment, net - long-term	\$ —	\$ 2,174,160
Restricted cash - current and long-term	\$ —	\$ 146,511
Current portion of long-term debt, net	\$ —	\$ 683,272
Long-term debt, net	\$ —	\$ 1,698,712

The accompanying notes are integral to the consolidated financial statements.

HARLEY-DAVIDSON, INC.
CONSOLIDATED STATEMENTS OF CASH FLOWS
Years ended December 31, 2025, 2024 and 2023
(In thousands)

	2025	2024	2023
Net cash provided by operating activities (Note 5)	\$ 568,922	\$ 1,063,833	\$ 754,887
Cash flows from investing activities:			
Capital expenditures	(153,679)	(196,563)	(207,404)
Origination of finance receivables held for investment	(2,553,575)	(3,639,279)	(3,873,542)
Collections of finance receivables held for investment	2,650,199	3,440,340	3,570,822
Proceeds from sale of finance receivables initially held for investment	3,685,613	—	—
Proceeds from sale of securitization beneficial interests, net	125,369	—	—
Collections of retained securitization beneficial interests	23,722	—	—
Other investing activities	1,126	12,172	(2,180)
Net cash provided (used) by investing activities	3,778,775	(383,330)	(512,304)
Cash flows from financing activities:			
Proceeds from issuance of medium-term notes	647,088	495,856	1,446,304
Repayments of medium-term notes	(1,815,368)	(660,780)	(1,056,680)
Proceeds from term loan	448,013	—	—
Repayment of term loan	(450,000)	—	—
Repayment of senior unsecured notes	(450,000)	—	—
Proceeds from securitization debt	497,790	1,145,211	1,045,547
Repayments of securitization debt	(781,141)	(1,078,248)	(1,193,526)
Borrowings of asset-backed commercial paper	155,000	469,986	42,429
Repayments of asset-backed commercial paper	(671,526)	(258,077)	(237,370)
Net (decrease) increase in unsecured commercial paper	(141,600)	(237,340)	107,146
Capital contribution from third parties	46,600	—	—
Net (decrease) increase in deposits	(14,711)	102,119	129,855
Dividends paid	(86,388)	(91,224)	(96,310)
Repurchase of common stock	(353,270)	(459,829)	(363,987)
Share repurchases not yet settled	(40,000)	—	—
Other financing activities	(787)	11	1,946
Net cash used by financing activities	(3,010,300)	(572,315)	(174,646)
Effect of exchange rate changes on cash, cash equivalents and restricted cash	13,493	(16,145)	1,697
Net increase in cash, cash equivalents and restricted cash	\$ 1,350,890	\$ 92,043	\$ 69,634
Cash, cash equivalents and restricted cash:			
Cash, cash equivalents and restricted cash, beginning of period	\$ 1,740,854	\$ 1,648,811	\$ 1,579,177
Net increase in cash, cash equivalents and restricted cash	1,350,890	92,043	69,634
Cash, cash equivalents and restricted cash, end of period	\$ 3,091,744	\$ 1,740,854	\$ 1,648,811
Reconciliation of cash, cash equivalents and restricted cash on the Consolidated balance sheets to the Consolidated statements of cash flows:			
Cash and cash equivalents	\$ 3,091,744	\$ 1,589,608	\$ 1,533,806
Restricted cash	—	135,661	104,642
Restricted cash included in Other long-term assets	—	15,585	10,363
Cash, cash equivalents and restricted cash per the Consolidated statements of cash flows	\$ 3,091,744	\$ 1,740,854	\$ 1,648,811

The accompanying notes are integral to the consolidated financial statements.

HARLEY-DAVIDSON, INC.
CONSOLIDATED STATEMENTS OF SHAREHOLDERS' EQUITY
Years ended December 31, 2025, 2024 and 2023
(In thousands, except share and per share amounts)

Equity Attributable to Harley-Davidson, Inc.

	Common Stock		Additional Paid-in Capital	Retained Earnings	Accumulated Other Comprehensive Loss	Treasury Stock	Total	Equity Attributable to Noncontrolling Interests	Total Equity
	Issued Shares	Balance							
Balance, December 31, 2022	170,400,212	\$ 1,704	\$1,688,159	\$ 2,490,649	\$ (341,929)	\$ (935,064)	\$ 2,903,519	\$ 3,289	\$ 2,906,808
Net income	—	—	—	706,586	—	—	706,586	(11,540)	695,046
Other comprehensive loss, net of tax (Note 17)	—	—	—	—	36,967	—	36,967	—	36,967
Dividends (\$0.66 per share)	—	—	—	(96,310)	—	—	(96,310)	—	(96,310)
Repurchase of common stock	—	—	—	—	—	(367,191)	(367,191)	—	(367,191)
Share-based compensation and other	818,428	8	64,276	—	—	4,953	69,237	7,738	76,975
Balance, December 31, 2023	171,218,640	1,712	1,752,435	3,100,925	(304,962)	(1,297,302)	3,252,808	(513)	3,252,295
Net income	—	—	—	455,357	—	—	455,357	(10,182)	445,175
Other comprehensive income, net of tax (Note 17)	—	—	—	—	(27,744)	—	(27,744)	—	(27,744)
Dividends (\$0.69 per share)	—	—	—	(91,224)	—	—	(91,224)	—	(91,224)
Repurchase of common stock	—	—	—	—	—	(464,140)	(464,140)	—	(464,140)
Share-based compensation and other	764,092	8	40,088	—	—	894	40,990	3,148	44,138
Balance, December 31, 2024	171,982,732	1,720	1,792,523	3,465,058	(332,706)	(1,760,548)	3,166,047	(7,547)	3,158,500
Net income	—	—	—	338,738	—	—	338,738	(9,584)	329,154
Other comprehensive loss, net of tax (Note 17)	—	—	—	—	75,569	—	75,569	3,060	78,629
Dividends (\$0.72 per share)	—	—	—	(86,388)	—	—	(86,388)	—	(86,388)
Repurchase of common stock	—	—	—	—	—	(356,586)	(356,586)	—	(356,586)
Share-based compensation and other	597,908	6	23,536	—	—	5,630	29,172	3,765	32,937
HDFS Transaction (Note 6)	—	—	14,116	—	—	—	14,116	26,488	40,604
Share repurchases not yet settled	—	—	(40,000)	—	—	—	(40,000)	—	(40,000)
Balance, December 31, 2025	172,580,640	\$ 1,726	\$1,790,175	\$ 3,717,408	\$ (257,137)	\$ (2,111,504)	\$ 3,140,668	\$ 16,182	\$ 3,156,850

The accompanying notes are integral to the consolidated financial statements.

HARLEY-DAVIDSON, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

1. Summary of Significant Accounting Policies

Principles of Consolidation and Basis of Presentation – All references to the “Company” include Harley-Davidson, Inc. and all of its subsidiaries. The consolidated financial statements include the accounts of Harley-Davidson, Inc., its subsidiaries and certain variable interest entities (VIEs) related to secured financing as the Company is the primary beneficiary. All intercompany accounts and material intercompany transactions have been eliminated.

The Company has controlling equity interests in LiveWire Group, Inc. and Harley-Davidson Financial Services, Inc. As the controlling shareholder, the Company consolidates LiveWire Group, Inc. and Harley-Davidson Financial Services, Inc. results with additional adjustments to recognize non-controlling shareholder interests.

The Company operates in three reportable segments: Harley-Davidson Motor Company (HDMC), LiveWire and Harley-Davidson Financial Services (HDFS).

Substantially all of the Company’s international subsidiaries use their respective local currency as their functional currency. Assets and liabilities of international subsidiaries have been translated at period-end exchange rates, and revenues and expenses have been translated using average exchange rates for the period. Monetary assets and liabilities denominated in a currency that is different from an entity’s functional currency are remeasured from the transactional currency to the entity’s functional currency on a monthly basis. The aggregate transaction gain resulting from foreign currency remeasurements was \$1.4 million for the year ended December 31, 2025. The aggregate transaction loss resulting from foreign currency remeasurements was \$9.4 million for the year ended December 31, 2024. The aggregate transaction gain resulting from foreign currency remeasurements was \$14.7 million for the year ended December 31, 2023.

Use of Estimates – The preparation of financial statements in conformity with U.S. generally accepted accounting principles (U.S. GAAP) requires the Company’s management to make estimates and assumptions that affect the amounts reported in the consolidated financial statements and the accompanying notes. Actual results could differ from those estimates.

Cash and Cash Equivalents – The Company considers all highly liquid investments with a maturity of 90 days or less when purchased to be cash equivalents.

Accounts Receivable, net – The Company’s motorcycles and related products are sold to independent dealers outside the U.S. and Canada generally on open account and the resulting receivables are included in *Accounts receivable, net* on the *Consolidated balance sheets*. The allowance for doubtful accounts deducted from total accounts receivable was \$5.8 million and \$3.4 million as of December 31, 2025 and 2024, respectively. The Company applies the practical expedient in *Accounting Standards Codification (ASC) Topic 326, Financial Instruments – Credit Losses*, to the allowance for doubtful accounts. The practical expedient allows the Company to assume that conditions as of the balance sheet date will not change for the remaining life of the asset when developing reasonable and supportable forecasts as part of estimating expected credit losses accounted for under Topic 606. The Company’s evaluation of the allowance for doubtful accounts includes a review to identify non-performing accounts which are evaluated individually. The remaining accounts receivable balances are evaluated in the aggregate based on an aging analysis. The allowance for doubtful accounts is based on factors including past loss experience, the value of collateral, and if applicable, reasonable and supportable economic forecasts. Accounts receivable are written down once management determines that the specific customer does not have the ability to repay the balance in full. The Company’s sales of motorcycles and related products in the U.S. and Canada are financed through HDFS by the purchasing dealers and the related receivables are included in *Finance receivables, net* on the *Consolidated balance sheets*.

Inventories, net – Substantially all inventories located in the U.S. are valued using the last-in, first-out (LIFO) method. Other inventories totaling \$376.8 million and \$395.5 million at December 31, 2025 and 2024, respectively, are valued at the lower of cost or net realizable value using the first-in, first-out (FIFO) method.

Repossessed Inventory – Repossessed inventory representing recovered collateral on impaired finance receivables is recorded at the lower of cost or net realizable value through a fair value remeasurement. In the period during which the collateral is repossessed, the related finance receivable is adjusted through a change to the allowance for credit losses and reclassified to repossessed inventory, included in *Other current assets* on the *Consolidated balance sheets*.

Property, Plant and Equipment, net – Property, plant and equipment is recorded at cost, net of accumulated depreciation and amortization. Depreciation is determined using the straight-line method over the estimated useful lives of the assets. The estimated useful lives of each class of property, plant and equipment generally consist of 30 years for buildings, 7 years for building and land improvements, 3 to 10 years for machinery and equipment, and 3 to 7 years for software. Accelerated methods of depreciation are used for income tax purposes.

Goodwill – Goodwill represents the excess of acquisition cost over the fair value of the net assets purchased. Goodwill is tested for impairment, based on financial data related to the reporting unit to which it has been assigned, at least annually or whenever events or changes in circumstances indicate that the carrying value may not be recoverable. If the carrying amount of the reporting unit exceeds its fair value, goodwill is considered impaired and an impairment loss is recognized for the amount by which the carrying amount exceeds the fair value, limited to the total goodwill allocated to the reporting unit. During 2025 and 2024, the Company tested its goodwill balances for impairment and no adjustments were recorded to goodwill as a result of those reviews.

Long-lived Assets – The Company periodically evaluates the carrying value of long-lived assets to be held and used when events and circumstances warrant such review. If the carrying value of a long-lived asset is considered impaired, a loss is recognized based on the amount by which the carrying value exceeds the fair value of the long-lived asset for assets to be held and used. The Company also reviews the useful life of its long-lived assets when events and circumstances indicate that the actual useful life may be shorter than originally estimated. In the event that the actual useful life is deemed to be shorter than the original useful life, depreciation is adjusted prospectively so that the remaining book value is depreciated over the revised useful life.

Asset groups classified as held for sale are measured at the lower of carrying amount or fair value less cost to sell, and a loss is recognized for any initial adjustment required to reduce the carrying amount to the fair value less cost to sell in the period the held for sale criteria are met. The fair value less cost to sell is assessed each reporting period that the asset group remains classified as held for sale. Gains or losses not previously recognized resulting from the sale of an asset group will be recognized on the date of sale.

Fair Value Measurements - The Company assesses the inputs used to measure fair value using a three-tier hierarchy.

Level 1 inputs include quoted prices for identical instruments and are the most observable.

Level 2 inputs include quoted prices for similar assets and observable inputs such as interest rates, foreign currency exchange rates, commodity prices, and yield curves.

Level 3 inputs are not observable in the market and include the Company's judgments about the assumptions market participants would use in pricing the asset or liability.

Refer to Notes 12 and 14 for further discussion regarding the Company's assets measured at fair value.

Research and Development Expenses – Expenditures for research activities relating to product development and improvements are charged against income as incurred and included within *Selling, administrative and engineering expense* on the *Consolidated statements of operations*. Research and development expenses for HDMC were \$154.3 million, \$161.0 million and \$159.3 million for 2025, 2024 and 2023, respectively. Research and development expenses for LiveWire were \$23.9 million, \$41.7 million and \$54.1 million for 2025, 2024 and 2023, respectively. Research and development expenses for HDFS were not material in 2025, 2024 or 2023.

Advertising Costs – The Company expenses the production cost of advertising the first time the advertising takes place within *Selling, administrative and engineering expense*. Advertising costs relate to the Company's efforts to promote its products and brands through the use of media and other means. During 2025, 2024 and 2023, the Company incurred \$184.7 million, \$136.7 million and \$131.0 million in advertising costs, respectively.

Shipping and Handling Costs – The Company classifies shipping and handling costs as a component of *Motorcycles and related products cost of goods sold*.

New Accounting Standards

Accounting Standards Recently Adopted

In December 2023, the FASB issued ASU No. 2023-09, Income Taxes (Topic 740): Improvements to Income Tax Disclosures, which is intended to enhance the transparency and decision usefulness of income tax disclosures. The main provisions of ASU 2023-09 require a public entity to disclose on an annual basis (i) specific prescribed categories in the rate reconciliation, (ii) additional information for reconciling items that meet a quantitative threshold, (iii) the amount of income taxes paid, net of refunds received, disaggregated by federal, state, and foreign taxes, (iv) the amount of income taxes paid, net of refunds received, disaggregated by individual jurisdictions in which income taxes paid is equal to greater than 5 percent of total income taxes paid, (v) income or loss from continuing operations before income tax expense or benefit disaggregated between domestic and foreign, and (vi) income tax expense or benefit from continuing operations disaggregated by federal, state, and foreign. ASU 2023-09 also removes certain disclosure requirements related to unrecognized tax benefits and cumulative unrecognized temporary differences. The Company adopted ASU 2023-09 on December 31, 2025 on a prospective basis. The adoption of ASU 2023-09 is reflected in Note 3 of the Company's consolidated financial statement disclosures.

In July 2025, the FASB issued ASU No. 2025-05, Financial Instruments – Credit Losses (Topic 326): Measurement of Credit Losses for Accounts Receivable and Contract Assets, which is intended to reduce complexity related to estimating expected credit losses for current accounts receivable and current contract asset balances accounted for under Topic 606 *Revenue from Contracts with Customers*. The main provision of ASU 2025-05 applicable to the Company provides a practical expedient that allows all entities to assume that conditions as of the balance sheet date will not change for the remaining life of the asset when developing reasonable and supportable forecasts as part of estimating expected credit losses accounted for under Topic 606. The Company early adopted ASU 2025-05 on December 31, 2025 on a prospective basis. The adoption of ASU 2025-05 is reflected in Note 1 of the Company's consolidated financial statement disclosures and did not have a material impact on the allowance for doubtful accounts.

Accounting Standards Not Yet Adopted

In November 2024, the FASB issued ASU No. 2024-03, Income Statement - Reporting Comprehensive Income - Expense Disaggregation Disclosures (Subtopic 220-40), which is intended to improve the disclosures about a public business entity's expenses and provide more detailed information about the types of expenses (including purchases of inventory, employee compensation, depreciation, amortization, and depletion) in commonly presented expense captions (such as cost of sales, SG&A, and research and development). The main provisions of ASU 2024-03 require a public entity at each interim and annual reporting period to (i) disclose the amounts of purchases of inventory, employee compensation, depreciation, intangible asset amortization, and depletion included in each relevant expense caption presented on the face of the income statement within continuing operations, (ii) include certain amounts that are already required to be disclosed under current generally accepted accounting principles in the same disclosure as the other disaggregation requirements, (iii) disclose a qualitative description of the amounts remaining in relevant expense captions that are not separately disaggregated quantitatively, and (iv) disclose the total amount of selling expenses and, in annual reporting periods, an entity's definition of selling expenses. In January 2025, the FASB issued ASU No. 2025-01, Income Statement - Reporting Comprehensive Income - Expense Disaggregation Disclosures (Subtopic 220-40) *Clarifying the Effective Date*, which is intended to clarify the effective date of ASU No. 2024-03. As clarified in ASU 2025-01, the new guidance is effective for annual reporting periods beginning after December 15, 2026, and interim reporting periods within annual reporting periods beginning after December 15, 2027. Early adoption is permitted. The Company is still evaluating the impact ASU 2024-03 will have on the Company's consolidated financial statement disclosures.

In September 2025, the FASB issued ASU No. 2025-06, Intangibles – Goodwill and Other – Internal-Use Software (Subtopic 350-40): Targeted Improvements to the Accounting for Internal-Use Software, which is intended to modernize the accounting for internal-use software costs. The main provisions of ASU 2025-06 remove all references to prescriptive and sequential software development stages and require capitalization of software costs when both (a) management has authorized and committed to funding the software project and (b) it is probable the project will be completed and the software will be used to perform the function intended (the "probable-to-complete recognition threshold"). In evaluating the probable-to-complete recognition threshold, consideration is given to whether there is significant uncertainty associated with the development activities of the software ("significant development uncertainty"). Significant development uncertainty considers whether (a) the software being developed has technological innovations or novel, unique, or unproven functions or features, and the uncertainty related to those technological innovations, functions, or features, if identified, have not been resolved through coding and testing and (b) a determination has been made regarding what the software needs to do (for example, functions or features), including whether the software's significant performance requirements have been identified or are being substantially revised. The new guidance is effective for the fiscal years beginning after December 15, 2027, including interim periods within the fiscal year the new guidance is adopted. Early adoption is permitted at the beginning of an annual reporting period. If elected, the amendments in ASU 2025-06 can be applied using a prospective transition.

approach, a modified transition approach, or a retrospective transition approach. Under a prospective transition approach, the new guidance would apply to new software costs incurred as of the beginning of the period of adoption for all projects, including in-process projects. Under a modified transition approach, the new guidance would be applied on a prospective basis to new software costs incurred (for all projects, including costs incurred for in-process projects), except for in-process projects that, as of the date of adoption, do not meet the capitalization requirements under the new guidance but meet the capitalization requirements under prior guidance. For those in-process projects, any capitalized costs should be derecognized through a cumulative-effect adjustment to the opening balance of retained earnings (or other appropriate components of equity or net assets in the statement of financial position) as of the date of adoption. Under a retrospective transition approach, comparative periods would be recast to reflect the new guidance with a cumulative-effect adjustment to the opening balance of retained earnings (or other appropriate components of equity or net assets in the statement of financial position) as of the beginning of the first period presented. The Company is still evaluating the impact ASU 2025-06 will have on the Company's consolidated financial statements.

In November 2025, the FASB issued ASU 2025-09, Derivatives and Hedging (Topic 815): Hedge Accounting Improvements, which is intended to more closely align hedge accounting with the economics of an entity's risk management activities. The main provisions of ASU 2025-09 (i) permit a similar risk assessment for cash flow hedges of groups of forecasted transactions, (ii) facilitate the application of cash flow hedge accounting to forecasted interest payments on choose-your-rate debt instruments, (iii) expand and clarify the application of hedge accounting for certain nonfinancial forecasted transactions, (iv) expand the use of net written options as hedging instruments when specified criteria are met, and (v) permit a foreign-currency-denominated debt instrument to be designated simultaneously as both a hedging instrument and a hedged item in certain dual hedge relationships. The amendments in ASU 2025-09 should be applied on a prospective basis for all hedging instruments. This guidance is effective for annual periods beginning after December 15, 2026, and interim periods within those fiscal years, with early adoption permitted. The Company is still evaluating the impact ASU 2025-09 will have on the Company's consolidated financial statements and related disclosures.

In December 2025, the FASB issued ASU 2025-10, Government Grants (Topic 832): Accounting for Government Grants Received by Business Entities, which establishes authoritative guidance for the recognition, measurement, presentation, and disclosure of government grants received by business entities. The main provisions of ASU 2025-10 require that a government grant received by business entities should not be recognized until it is probable that the conditions attached to the grant will be met and the grant will be received, and to present grants in the financial statements in a manner that depicts the nature of the assistance and the related costs the grants are intended to offset. The amendments in ASU 2025-10 can be applied using one of the following three transition approaches: (i) modified prospective approach to government grants entered into on or after the effective date and government grants not completed as of the effective date, (ii) modified retrospective approach to government grants entered into on or after the beginning of the earliest period presented and government grants not completed as of the beginning of the earliest period presented, or (iii) retrospective approach to all government grants through a cumulative-effect adjustment to the opening balance of retained earnings as of the beginning of the earliest period presented. This guidance is effective for annual periods beginning after December 15, 2028, and interim periods within those annual reporting periods, with early adoption permitted. The Company is still evaluating the impact ASU 2025-10 will have on the Company's consolidated financial statements and related disclosures.

In December 2025, the FASB issued ASU 2025-11, Interim Reporting (Topic 270): Narrow-Scope Improvements, which amends interim reporting guidance by improving the navigability of the required interim disclosures and clarifying when the interim reporting guidance is applicable. The main provisions of ASU 2025-11 primarily address the timing and consistency of interim disclosures, including clarification of when disclosures are required to be updated in interim periods and how certain year-to-date information should be presented. In addition, the amendments add to Topic 270 a principle that requires entities to disclose events since the end of the last annual reporting period that have a material impact on the entity. The amendments in ASU 2025-11 can be applied on either a prospective basis or a retrospective basis to any and all prior periods presented. This guidance is effective for interim reporting periods within annual reporting periods beginning after December 15, 2027. The Company is still evaluating the impact ASU 2025-11 will have on the Company's consolidated financial statements and related disclosures.

2. Revenue

The Company recognizes revenue when it satisfies a performance obligation by transferring control of a good or service to a customer. Revenue is measured based on the consideration that the Company expects to be entitled to in exchange for the goods or services transferred. Taxes that are collected from a customer concurrent with revenue-producing activities are excluded from revenue.

Disaggregated revenue by major source was as follows for the years ended December 31 (in thousands):

	2025	2024	2023
HDMC:			
Motorcycles	\$ 2,657,675	\$ 3,137,331	\$ 3,798,977
Parts and accessories	614,072	651,964	698,095
Apparel	215,783	237,270	244,333
Licensing	21,672	22,748	28,599
Other	69,106	72,593	74,590
	3,578,308	4,121,906	4,844,594
LiveWire	25,671	26,358	38,298
Motorcycles and related products revenue	3,603,979	4,148,264	4,882,892
HDFS:			
Interest income	668,490	890,836	802,078
Other	200,706	147,702	151,508
Financial services revenue	869,196	1,038,538	953,586
	\$ 4,473,175	\$ 5,186,802	\$ 5,836,478

Motorcycles and Related Products Revenue (HDMC and LiveWire Segments)

Motorcycles, Electric Bikes, Parts and Accessories, and Apparel – Revenues from the sale of motorcycles, electric bikes, parts and accessories, and apparel are recorded when control is transferred to the customer, generally at the time of shipment to independent dealers and distributors or at the time of delivery to retail customers. The sale of products to independent dealers outside the U.S. and Canada is generally on open account with terms that approximate 30-120 days and the resulting receivables are included in *Accounts receivable, net* on the *Consolidated balance sheets*. The sale of products to independent dealers in the U.S. and Canada is financed through HDFS and the related receivables are included in *Finance receivables held for investment, net* on the *Consolidated balance sheets*.

The Company may offer sales incentive programs to dealers and retail customers designed to promote the sale of motorcycles, parts and accessories, and apparel. The Company estimates its variable consideration sold under its sales incentive programs using the expected value method. The Company accounts for consideration payable to a customer as part of its sales incentives as a reduction of revenue, which is accrued at the later of the date the related sale is recorded or the date the incentive program is both approved and communicated.

The Company offers the right to return eligible parts and accessories and apparel. When the Company offers a right to return, it estimates returns based on an analysis of historical trends and records revenue on the initial sale only in the amount that it expects to be entitled. The remaining consideration is deferred in a refund liability account. The refund liability is remeasured for changes in the estimate at each reporting date with a corresponding adjustment to revenue.

Variable consideration related to sales incentives and rights to return is adjusted at the earliest of when the amount of consideration the Company expects to receive changes or the consideration becomes fixed. Adjustments for variable consideration related to previously recognized sales were not material during any periods presented.

Shipping and handling costs associated with freight after control of a product has transferred to a customer are accounted for as fulfillment costs. The Company accrues for the shipping and handling in the same period that the related revenue is recognized.

The Company offers standard, limited warranties on its motorcycles, electric bikes and parts and accessories. These warranties provide assurance that the product will function as expected and are not separate performance obligations. The Company accounts for estimated warranty costs as a liability when control of the product transfers to the customer.

Licensing – The Company licenses the Harley-Davidson name and other trademarks owned by the Company and collects royalties from its licensees. The trademark licenses are considered symbolic intellectual property, which grant the licensees a right to access the Company's intellectual property. The Company satisfies its performance obligation over the license period, as the Company fulfills its promise to grant the licensees rights to use and benefit from the intellectual property as well as maintain the intellectual property.

Payment is typically due within thirty days of the end of each quarter for the royalties earned in that quarter. Revenue, in the form of sales-based royalties, is recognized when the licensees' subsequent sales occur. The Company applies the practical expedient in *ASC Topic 606, Revenue from Contracts with Customers*, to recognize licensing revenues in the amount that the Company has the right to invoice because the royalties due each period correspond directly with the value of the Company's performance to date. Revenue will be recognized over the remaining contract terms which range up to 5 years.

Other – Other revenue consists primarily of revenue from membership sales, museum admissions and events, and other miscellaneous products and services.

Financial Services Revenue (HDFS Segment)

Interest Income – Interest income on finance receivables is recorded as earned and is based on the average outstanding daily balance for wholesale and retail receivables. Accrued and uncollected interest is classified within *Finance receivables held for investment, net* and *Finance receivables held for sale, net*. Certain loan origination costs related to *finance receivables held for investment, net*, including payments made to dealers for certain retail loans, are deferred and recorded within *Finance receivables held for investment, net* and amortized over the life of the contract. Deferred loan fees and costs are not amortized on loans in held for sale status; any deferred balances are included in any subsequent gain or loss on sale of the associated finance receivables.

Other Income – Other income includes insurance, licensing and servicing fee revenues. HDFS works with certain unaffiliated third parties to offer motorcycle insurance and voluntary protection products through most dealers in the U.S. and Canada. Eaglemark Insurance Company Ltd. (EICL), the Company's insurance captive, reinsures several of these Harley-Davidson-branded voluntary protection products provided by unaffiliated third parties. HDFS also works with third-party financial institutions that issue credit cards or offer other financial products bearing the Harley-Davidson brand in the U.S. and internationally. For many of these contracts, the Company grants temporary rights to use the licensed trademarks owned by the Company and collects royalties from its customers in connection with sales of their products. The trademark licenses are considered symbolic intellectual property, which grant the customer a right to access the intellectual property. The Company satisfies its performance obligation over the license period, as it fulfills its promise to grant the customer rights to use and benefit from the intellectual property as well as maintain the intellectual property. Royalty and profit sharing amounts are received either quarterly or per annum, based upon the contract. Revenue, in the form of sales-based royalties, is recognized when the customers' subsequent sales occur. Revenue will be recognized over the remaining contract terms which range up to 6 years. The Company is the primary obligor for certain other voluntary protection product contracts and as a result, revenue is recognized over the life of the contract as the Company fulfills its performance obligation. HDFS earns servicing fees over the period it services retail finance receivables sold to external parties. The servicing fee income earned by HDFS is determined based upon a fixed rate per annum for prime loans and subprime loans applied to the amount of loans outstanding.

During 2025, HDFS earned fees for servicing finance receivables owned by external parties as a result of the HDFS Transaction discussed more fully in *Note 6* and *Note 11* of the *Notes to Consolidated financial statements*. Other income included \$20.3 million of servicing fee income for 2025.

Additionally, other income includes the gain on sale of securitization beneficial interests. As discussed in *Note 5* and *Note 11* of the *Notes to Consolidated financial statements*, the Company consolidated certain SPEs, which were considered VIEs under U.S. GAAP and which held certain assets and liabilities, including finance receivables, restricted cash, and debt. In the third quarter of 2025, HDFS entered into a transaction that included the sale of 95% of its residual interests in retail finance receivables that were previously transferred to certain SPEs through on-balance sheet asset-backed securitization transactions. This sale of securitization beneficial interests resulted in the deconsolidation of assets and liabilities held by certain SPEs under U.S. GAAP. The sale of securitization beneficial interests resulted in a gain on the sale of \$27.9 million.

Contract Liabilities

The Company maintains certain contract liability balances related to payments received at contract inception in advance of the Company's performance under the contract and generally relates to the sale of memberships and certain insurance-related contracts, including unearned premiums collected by EICL. Contract liabilities are recognized as revenue as the Company performs under the contract. Contract liabilities, included in *Accrued liabilities* and *Other long-term liabilities* on the *Consolidated balance sheets*, were as follows as of December 31 (in thousands):

	2025		2024	
Balance, beginning of period	\$	56,753	\$	47,091
Balance, end of period	\$	95,807	\$	56,753

Contract liabilities increased by approximately \$39.1 million during the year ended December 31, 2025. The majority of this increase was due to growth in unearned premiums at EICL due to an increase in contracts held by EICL during the year.

Previously deferred contract liabilities recognized as revenue in 2025 and 2024 were \$32.1 million and \$29.1 million, respectively. The Company expects to recognize approximately \$34.7 million of the remaining unearned revenue in 2026 and \$61.1 million thereafter.

3. Income Taxes

Income tax provision (benefit) for the years ended December 31, consists of the following (in thousands):

	2025	2024	2023
Current:			
Federal	\$ 12,205	\$ 66,505	\$ 125,875
State	9,849	8,368	22,340
Foreign	23,380	23,366	53,674
	45,434	98,239	201,889
Deferred:			
Federal	38,947	(27,938)	(18,781)
State	37,665	7,511	(6,209)
Foreign	7,531	(5,849)	(5,069)
	84,143	(26,276)	(30,059)
	<u>\$ 129,577</u>	<u>\$ 71,963</u>	<u>\$ 171,830</u>

The components of *Income before income taxes* for the years ended December 31, were as follows (in thousands):

	2025	2024	2023
Domestic	\$ 281,923	\$ 369,870	\$ 614,713
Foreign	176,808	147,268	252,163
	<u>\$ 458,731</u>	<u>\$ 517,138</u>	<u>\$ 866,876</u>

The table below provides the updated requirements of ASU 2023-09 for 2025 related to the Company's effective tax rate. See *Note 1 Summary of Significant Accounting Policies — Accounting Standards Recently Adopted* section for additional details on the adoption of ASU 2023-09.

Income tax provision differs from the amount that would be provided by applying the statutory U.S. corporate income tax rate for the years ended December 31, due to the following items (in thousands):

	2025	
United states statutory tax rate	\$ 96,334	21.0%
State and local income taxes, net of federal income tax effect ^(a)	29,913	6.5
Foreign tax effects		
China		
Valuation allowance adjustments	5,421	1.2
Other	(184)	—
Thailand		
BOI	(15,120)	(3.3)
Global minimum tax	8,838	1.9
Other	(2,658)	(0.6)
Other foreign jurisdictions	147	—
Effect of changes in tax laws or rates enacted in the current period	—	—
Effect of cross-border tax laws		
Global intangible low-taxed income	6,679	1.5
Other	761	0.2
Tax credits		
Foreign tax credit	(10,952)	(2.4)
Research and development credit	(9,597)	(2.1)
Changes in valuation allowances	15,956	3.5
Nontaxable or nondeductible items		
Nontaxable dividends	(12,285)	(2.7)
Other	4,392	1.0
Changes in unrecognized tax benefits	4,978	1.1
Other adjustments		
Intercompany profit in inventory	7,243	1.6
Other	(289)	(0.2)
Effective tax rate	<u>\$ 129,577</u>	<u>28.2%</u>

(a) State taxes in Wisconsin made up the majority (greater than 50%) of the tax effect in this category.

The Company's effective tax rate of 28.2% for the year ended December 31, 2025 was primarily driven by an increase in federal, state and foreign valuation allowances and a global minimum tax provision, partially offset by tax benefits related to federal tax credits and Thailand tax holidays.

On July 4, 2025, H.R. 1, the One Big Beautiful Bill Act (the OBBA Act), was enacted in the United States. The Act introduced several tax law changes relevant to the manufacturing industry. Key provisions include the restoration of 100% bonus depreciation for qualified property, expanded interest deductibility under Internal Revenue Code (IRC) Section 163(j) and other international tax reforms affecting global supply chains and cross-border operations. The OBBA Act also reinstates immediate expensing for domestic research and development expenditures for tax years beginning after December 31, 2024, reversing prior rules that required capitalization and amortization of such costs. These provisions do not have a material impact on the Company's effective tax rate for the periods presented.

As previously disclosed for the years ended December 31, 2024 and 2023, prior to the adoption of ASU 2023-09, the effective income tax rate differs from the statutory federal income tax rate as follows:

	2024	2023
Provision at statutory rate	\$ 108,599	\$ 182,044
State taxes, net of federal benefit	10,003	21,659
Foreign rate differential	2,196	7,887
Foreign derived intangible income	(1,744)	(8,669)
Research and development credit	(20,706)	(23,130)
Unrecognized tax benefits including interest and penalties	(2,026)	(9,210)
Valuation allowance adjustments	10,797	7,345
State credits	(4,526)	(8,035)
Global intangible low-taxed income	2,605	474
Return to provision adjustments	(5,421)	1,057
Executive compensation limitation	5,404	8,712
Other foreign inclusions	(13,601)	1,563
Tax incentives	(16,476)	(12,996)
Other	(3,141)	3,129
Income tax provision	<u>\$ 71,963</u>	<u>\$ 171,830</u>

The Company's effective tax rates of 13.9% and 19.8% for the years ended December 31, 2024 and December 31, 2023, respectively, reflect tax benefits related to federal research and development tax credits and Thailand tax holidays.

The 2017 Tax Cuts and Jobs Act subjects U.S. shareholders to current tax on global intangible low-taxed income (GILTI) earned by certain foreign subsidiaries for which a company can elect to either recognize deferred taxes or to provide tax expense in the year incurred. The Company has elected to account for GILTI in the year the tax is incurred.

The Company qualifies for certain tax holidays in Thailand if certain employment and manufacturing criteria are met. The impact of the tax holiday decreased foreign taxes by \$15.1 million, \$16.6 million and \$13.0 million in 2025, 2024 and 2023, respectively, and the tax holidays have expected expiration periods between 2026 and 2027. The benefit of the tax holiday on net income per share (diluted) was \$0.12, \$0.12 and \$0.09 in 2025, 2024 and 2023, respectively.

The Company continues to monitor the implementation of the global minimum tax provision pursuant to OECD Pillar Two GloBE rules (Pillar Two) in jurisdictions in which it operates. The Company has included a provision of \$8.8 million related to the global minimum tax for Thailand in its consolidated financial statements.

The principal components of the Company's deferred income tax assets and liabilities as of December 31, include the following (in thousands):

	2025	2024
Deferred income tax assets:		
Accruals not yet tax deductible	\$ 79,630	\$ 144,331
Stock compensation	9,949	11,779
Net operating loss and tax credit carryforwards	94,910	82,027
Amortization of research and experimental costs	100,635	100,880
Other	62,299	62,889
	347,423	401,906
Valuation allowance	(94,580)	(59,313)
	252,843	342,593
Deferred income tax liabilities:		
Depreciation, tax in excess of book	(25,879)	(51,107)
Pension and postretirement healthcare plan obligations	(121,258)	(90,589)
Withholding tax	(5,246)	(15,915)
Other	(32,174)	(26,045)
	(184,557)	(183,656)
	\$ 68,286	\$ 158,937

The Company reviews its deferred income tax asset valuation allowances on a quarterly basis, or whenever events or changes in circumstances indicate that a review is required. In determining the requirement for a valuation allowance, the historical and projected financial results of the legal entity or consolidated group recording the net deferred income tax asset is considered, along with any positive or negative evidence, including tax law changes. Since future financial results and tax law may differ from previous estimates, periodic adjustments to the Company's valuation allowances may be necessary.

The Company's gross state net operating loss carryforwards were as follows at December 31 (in thousands):

Year of Expiration	2025	2024
2031	\$ 238,682	\$ 238,682
2032	12	12
2033	46	46
2034	107	108
2035	1,085	1,085
2036	60	60
2037	188	187
2038	824	824
2039	11,285	11,285
2040	37,679	34,354
2041	2,135	2,135
2042	347	347
2043	480	—
2044	17,462	—
2045	4,277	—
Indefinite	7,280	7,280
	\$ 321,949	\$ 296,405

The Company also had Wisconsin research and development credit carryforwards of \$59.1 million at December 31, 2025, expiring in 2026-2040.

At December 31, 2025, the Company had a deferred tax asset of \$61.5 million related to its state net operating loss and Wisconsin research and development credit carryforwards and a deferred tax asset of \$17.4 million related to foreign net operating losses.

The Company's valuation allowance was \$94.6 million at December 31, 2025 and included \$60.9 million related to state net operating loss and Wisconsin research and development credit carryforwards, \$17.7 million related to foreign net operating loss carryforwards and other foreign deferred tax assets and \$16.0 million related to other deferred tax assets. The change in the valuation allowance from prior year included an increase of \$17.4 million related to state net operating loss and Wisconsin research and development credit carryforwards, an increase of \$16.0 million related to foreign tax credits, and a \$1.9 million increase related to foreign operations.

The Company recognizes interest and penalties related to unrecognized tax benefits in *Income tax provision (benefit)*. Changes in the Company's gross liability for unrecognized tax benefits, excluding interest and penalties, were as follows (in thousands):

	2025	2024
Unrecognized tax benefits, beginning of period	\$ 16,179	\$ 18,214
Increase in unrecognized tax benefits for tax positions taken in a prior period	1,822	3,818
Decrease in unrecognized tax benefits for tax positions taken in a prior period	—	(3,773)
Increase in unrecognized tax benefits for tax positions taken in the current period	1,148	2,473
Statute lapses	(21)	(3,800)
Settlements with taxing authorities	(971)	(753)
Unrecognized tax benefits, end of period	\$ 18,157	\$ 16,179

The amount of unrecognized tax benefits as of December 31, 2025 and 2024 that, if recognized, would affect the effective tax rate was \$14.1 million and \$10.3 million, respectively.

The total gross amount of benefit related to interest and penalties associated with unrecognized tax benefits recognized in the *Consolidated statements of operations* was a net expense of \$1.0 million and \$0.7 million during 2025 and 2024, respectively, and a net benefit of \$8.7 million during 2023.

The total gross amount of interest and penalties associated with unrecognized tax benefits recognized at December 31, 2025 and 2024 in the *Consolidated balance sheets* was \$8.9 million and \$7.1 million, respectively.

The Company does not expect a significant increase or decrease to the total amounts of unrecognized tax benefits related to continuing operations during the fiscal year ending December 31, 2026. However, the Company is under regular audit by tax authorities. The Company believes that it has appropriate support for the positions taken on its tax returns and that its annual tax provision includes amounts sufficient to pay any assessments. Nonetheless, the amounts ultimately paid, if any, upon resolution of the issues raised by the taxing authorities may differ materially from the amounts accrued for each year.

The Company or one of its subsidiaries files income tax returns in the U.S. federal and Wisconsin state jurisdictions and various other state and foreign jurisdictions. The Company is no longer subject to income tax examinations for Wisconsin state income taxes before 2020 or for U.S. federal income taxes before 2019. In all other jurisdictions, tax periods prior to 2018 are closed.

The following is a schedule of cash paid for income taxes (in thousands):

	2025	2024	2023
Jurisdiction			
U.S. Federal	\$ 9,686	\$ —	\$ —
State:			
Pennsylvania	2,168	—	—
State - Other	10,622	—	—
Foreign:			
Germany	2,641	—	—
Singapore	2,485	—	—
Thailand	7,815	—	—
Foreign - Other	3,941	—	—
Total cash paid for income taxes (net of refunds)	\$ 39,358	\$ —	\$ —
Total cash paid for income taxes (prior to ASU 2023-09)	\$ —	\$ 111,117	\$ 237,658

4. Capital Stock and Earnings Per Share

Capital Stock – The Company is authorized to issue 2,000,000 shares of preferred stock of \$1.00 par value, none of which is outstanding. The Company's common stock has a par value of \$0.01 per share. Share information regarding the Company's common stock at December 31, was as follows:

	2025	2024
Common stock shares:		
Authorized	800,000,000	800,000,000
Issued	172,580,640	171,982,732
Outstanding	111,659,337	124,278,925
Treasury stock shares	60,921,303	47,703,807

On November 5, 2025, the Company entered into an accelerated share repurchase agreement (ASR) with Goldman Sachs & Co. LLC (Goldman) to repurchase an aggregate of \$200 million of the Company's shares of common stock. Under the ASR, the Company paid \$200 million to Goldman and received an initial delivery of 6,291,781 shares of the Company's common stock on November 6, 2025, representing 80% of the payment amount divided by the Company's closing share price on November 5, 2025.

On February 13, 2026, Goldman settled the ASR by delivering 3,147,971 shares of the Company's common stock, resulting in a total delivery of 9,439,752 shares under the \$200 million ASR, with the initial delivery treated as shares repurchased in 2025 and the remaining shares treated as shares repurchased in 2026. The total number of shares purchased by the Company pursuant to the ASR was based on the volume-weighted average price of the Company's common stock, less a discount, during the repurchase period. The amount delivered on February 13, 2026 represents the difference between the initially delivered shares and the total number of shares purchased.

Discretionary share repurchases, including shares repurchased pursuant to the ASR, were \$347.5 million or 13.1 million shares, \$450.0 million or 12.5 million shares and \$350.0 million or 10.2 million shares during the years ended December 31, 2025, 2024 and 2023, respectively. Share repurchases of common stock that employees surrendered to satisfy withholding taxes in connection with the vesting of restricted stock units (RSUs) and performance shares were \$5.8 million or 0.2 million shares, \$9.8 million or 0.3 million shares, and \$14.0 million or 0.3 million shares during the years ended December 31, 2025, 2024 and 2023, respectively, as discussed further in Note 16.

The Company paid cash dividends of \$0.72, \$0.69, and \$0.66 per share during the years ended December 31, 2025, 2024, and 2023, respectively.

Earnings Per Share – The computation of basic and diluted earnings per share for the years ended December 31, was as follows (in thousands except per share amounts):

	2025	2024	2023
Net income attributable to Harley-Davidson, Inc.	\$ 338,738	\$ 455,357	\$ 706,586
Adjustment ^(a)	(1,067)	—	—
Net income attributable to Harley-Davidson, Inc. - dilutive	337,671	455,357	706,586
Basic weighted-average shares outstanding	120,073	131,447	142,378
Effect of dilutive securities	1,184	841	2,725
Diluted weighted-average shares outstanding	121,257	132,288	145,103
Earnings per share:			
Basic	\$ 2.82	\$ 3.46	\$ 4.96
Diluted	\$ 2.78	\$ 3.44	\$ 4.87

- (a) Represents HDFS earnings held by non-controlling interest holders which was adjusted to arrive at net income attributable to Harley-Davidson, Inc. on a dilutive basis as the dilutive earnings per share calculation assumes the securities held by non-controlling interest holders that can be exchanged for Harley-Davidson, Inc. shares were exchanged for Harley-Davidson, Inc. shares as of the time of issuance under U.S. GAAP.

The Company's dilutive securities relate to its employee stock compensation plan as well as securities representing a 9.8% non-controlling interest in the HDFS business that can be exchanged for Harley-Davidson, Inc. common stock. The dilutive securities related to the HDFS non-controlling interests can be exchanged for Harley-Davidson common stock based on the 30-day volume weighted average price of the Company's common stock and a multiple of approximately 1.75x HDFS post-transaction equity carrying value. The non-controlling interest holders may exchange their interests beginning in the fourth quarter of 2032 or in the event of a change of control of Harley-Davidson, Inc. The number of shares received by the non-controlling interest holders cannot exceed 4.9% of the Company's outstanding common stock. Starting in the fourth quarter of 2028, the Company has the right to repurchase the counterparties' ownership interests in HDFS using cash that would otherwise be available to the Company in the form of a dividend from HDFS; however, the Company may not purchase any more than one-third of the counterparties' HDFS ownership in an individual year.

Shares of common stock related to share-based compensation that were not included in the effect of dilutive securities because the effect would have been anti-dilutive include 1.8 million, 0.8 million and 1.0 million shares during 2025, 2024 and 2023, respectively.

5. Additional Balance Sheet and Cash Flow Information

Investments in marketable securities consisted of the following at December 31 (in thousands):

	2025	2024
Mutual funds	\$ 31,513	\$ 32,070

Mutual funds, included in *Other long-term assets* on the *Consolidated balance sheets*, are carried at fair value with gains and losses recorded in income. Mutual funds are held to support certain deferred compensation obligations.

Inventories, net consisted of the following as of December 31 (in thousands):

	2025	2024
Raw materials and work in process	\$ 338,744	\$ 353,819
Motorcycle finished goods	434,044	411,442
Parts and accessories and apparel	97,674	110,591
Inventory at lower of FIFO cost or net realizable value	870,462	875,852
Excess of FIFO over LIFO cost	(139,564)	(130,059)
	\$ 730,898	\$ 745,793

Inventory obsolescence reserves deducted from FIFO cost were \$69.8 million and \$84.6 million as of December 31, 2025 and 2024, respectively.

Property, plant and equipment, net consisted of the following as of December 31 (in thousands):

	2025	2024
Land and related improvements	\$ 67,805	\$ 68,140
Buildings and related improvements	480,647	450,890
Machinery and equipment	1,509,398	1,503,514
Software	717,045	627,161
Construction in progress	143,772	246,933
	2,918,667	2,896,638
Accumulated depreciation	(2,168,443)	(2,139,566)
	<u>\$ 750,224</u>	<u>\$ 757,072</u>

Software, net of accumulated amortization, included in *Property, plant and equipment, net*, was \$49.6 million and \$57.8 million as of December 31, 2025 and 2024, respectively.

Accrued liabilities consisted of the following as of December 31 (in thousands):

	2025	2024
Sales incentive programs	\$ 115,954	\$ 80,305
Payroll, employee benefits and related expenses	88,373	66,238
Interest	84,620	85,919
Warranty and recalls	45,608	46,260
Contract liability	34,722	23,083
Tax-related accruals	31,460	20,029
Leases	17,254	18,658
Fair value of derivative financial instruments	6,494	311
Other	247,472	253,157
	<u>\$ 671,957</u>	<u>\$ 593,960</u>

Deposits – HDFFS offers brokered certificates of deposit to customers indirectly through contractual arrangements with third-party banks and/or securities brokerage firms through its bank subsidiary. The Company had \$536.6 million and \$550.6 million, net of fees, of interest-bearing brokered certificates of deposit outstanding as of December 31, 2025 and December 31, 2024, respectively. The liabilities for deposits are included in *Short-term deposits, net* or *Long-term deposits, net* on the *Consolidated balance sheets* based upon the term of each brokered certificate of deposit issued. Each separate brokered certificate of deposit is issued under a master certificate, and as such, all outstanding brokered certificates of deposit are considered below the Federal Deposit Insurance Corporation insurance coverage limits.

Future maturities of the Company's certificates of deposit as of December 31, 2025 were as follows (in thousands):

2026	\$ 280,626
2027	203,382
2028	18,500
2029	15,200
2030	19,790
Future maturities	537,498
Unamortized fees	(854)
	<u>\$ 536,644</u>

Operating Cash Flow – The reconciliation of *Net income* to *Net cash provided by operating activities* for the years ended December 31, was as follows (in thousands):

	2025	2024	2023
Cash flows from operating activities:			
Net income	\$ 329,154	\$ 445,175	\$ 695,046
Adjustments to reconcile Net income to Net cash provided by operating activities:			
Depreciation and amortization	172,371	160,673	158,112
Amortization of deferred loan origination costs	45,165	70,745	85,018
Amortization of financing origination fees	13,552	13,963	13,208
Income related to long-term employee benefits	(55,195)	(54,008)	(67,624)
Employee benefit plan contributions and payments	(6,835)	(5,078)	(5,736)
Stock compensation expense	31,749	49,005	82,901
Net change in wholesale finance receivables related to sales	64,461	46,884	(387,743)
Provision for credit losses	(191,392)	247,225	227,158
Collections from finance receivables held for sale	28,979	—	—
Proceeds from sale of finance receivables held for sale	552,670	—	—
Originations and purchases of finance receivables held for sale	(844,232)	—	—
Gain on sale of securitization beneficial interests	(27,867)	—	—
Loss on sale of finance receivables	11,378	—	—
Loss on debt extinguishment	72,630	—	—
Deferred income taxes	84,143	(26,276)	(30,059)
Other, net	33,174	17,070	(39,713)
Changes in current assets and liabilities:			
Accounts receivable, net	32,646	19,778	(11,443)
Finance receivables – accrued interest and other	43,786	36	(339)
Inventories, net	47,577	164,609	21,257
Accounts payable and accrued liabilities	125,556	(55,436)	28,570
Other current assets	5,452	(30,532)	(13,726)
	239,768	618,658	59,841
Net cash provided by operating activities	\$ 568,922	\$ 1,063,833	\$ 754,887

Cash paid during the years ended December 31, for interest and income taxes was as follows (in thousands):

	2025	2024	2023
Interest	\$ 330,823	\$ 358,996	\$ 290,467
Income taxes	\$ 39,358	\$ 111,117	\$ 237,658

Operating cash flows related to finance receivables held for sale - In the third quarter of 2025, HDFS entered into the HDFS Transaction which included the sale of finance receivables as discussed in *Note 6* of the *Notes to Consolidated financial statements*. Included in this sale were receivables that HDFS repurchased in October 2025 from a VIE that had been deconsolidated in conjunction with the sale of securitization beneficial interests discussed below. The cash outflow related to this repurchase, which was equal to the outstanding principal and interest, is reflected within the *Originations and purchases of finance receivables held for sale* in the *Consolidated statement of cash flows*. The proceeds from the subsequent sale, along with the remainder of the proceeds from the sale of finance receivables that were originated with the intent to sell and subsequently sold as part of the HDFS Transaction, are included in *Proceeds from sale of finance receivables held for sale* on the *Consolidated statement of cash flows*. Refer to *Notes 6, 11, and 12* of the *Notes to Consolidated financial statements* for additional information about the HDFS Transaction.

Gain on sale of securitization beneficial interests – As discussed in *Note 11* of the *Notes to Consolidated financial statements*, the Company consolidates certain SPEs, which are considered VIEs under U.S. GAAP and which hold certain assets and liabilities, including finance receivables, restricted cash, and debt. As part of the HDFS Transaction, the Company sold 95% of its residual interests in retail finance receivables that were previously transferred to certain SPEs through on-balance sheet asset-backed securitization transactions. This sale of securitization beneficial interests resulted in the deconsolidation of assets and liabilities held by certain SPEs under U.S. GAAP. The sale of securitization beneficial interests resulted in the non-cash deconsolidation of \$1.87 billion of *Finance receivables held for investment, net* and \$1.67 billion of asset-backed securitization debt held by the VIEs that were previously consolidated. As a result of the sale of securitization beneficial interests, the Company received \$234.6 million in cash consideration. On the *Consolidated statements of cash flows*, this amount was reduced by \$109.2 million of restricted cash that was deconsolidated, resulting in a \$125.4 million of net cash inflow included within *Proceeds from sale of securitization beneficial interests, net* within *Cash flows from investing activities* on the *Consolidated statements of cash flows*. The sale of securitization beneficial interests also resulted in a gain on the sale of \$27.9 million included within *Cash flows provided by operating activities*. Refer to *Note 6* of the *Notes to Consolidated financial statements* for further discussion about the HDFS Transaction.

6. Finance Receivables

The Company provides retail financial services to customers of its dealers in the U.S. and Canada. The origination of retail loans is a separate and distinct transaction between the Company and the retail customer, unrelated to the Company's sale of product to its dealers. Retail finance receivables consist of secured promissory notes and secured installment sales contracts and are primarily related to dealer sales of motorcycles to retail customers. The Company holds either titles or liens on titles to vehicles financed by promissory notes and installment sales contracts. As of December 31, 2025 and December 31, 2024, approximately 10% and 11%, respectively, of gross outstanding retail finance receivables were originated in Texas. There were no other states that accounted for more than 10% of gross outstanding retail finance receivables.

The Company offers wholesale financing to its dealers in the U.S. and Canada. Wholesale finance receivables are related primarily to the Company's sale of motorcycles, related parts and accessories, and apparel to dealers. Wholesale loans to dealers are generally secured by financed inventory or property.

As discussed in *Note 5* of the *Notes to Consolidated financial statements*, the Company entered into the HDFS Transaction during the third quarter of 2025. This transaction had the following key aspects:

- **Sale of Securitization Beneficial Interests:** In the third quarter of 2025, the Company sold 95% of its residual interests in retail finance receivables that were previously transferred to certain SPEs through on-balance sheet asset-backed securitization transactions to the two counterparties. The impacts of this component of the transaction are discussed more fully within this Note, as well as in *Notes 5, 11* and *12* of the *Notes to Consolidated financial statements*.
- **Sale of Retail Finance Receivables:** In the third quarter of 2025, the Company agreed to sell the majority of its retail finance receivables to the two counterparties. Accordingly, the Company reclassified those retail finance receivables at the time of the agreement to *Finance receivables held for sale, net* on the *Consolidated balance sheets*, which resulted in a benefit from the release of the allowance for credit losses on this portfolio of retail finance receivables as discussed more fully within this Note. In October 2025, the Company completed the sale of these retail finance receivables. In order to facilitate the sale of the remaining finance receivables that were previously subject to on-balance sheet asset-backed financing as described in *Note 11*, in advance of the sale of retail finance receivables, the Company redeemed, in full, the related asset-backed debt associated with the asset-backed securitizations, asset-backed U.S. commercial paper conduit facility, and asset-backed Canadian commercial paper conduit facility.
- **Sale of On-Going Retail Finance Receivable Originations:** In October 2025, the Company completed the closing of its agreement to sell up to two-thirds of future retail loan originations over the next five years to the two counterparties (Forward Flow Agreement). HDFS will continue to service the future retail loan originations it sells to the counterparties and earn a loan servicing fee. In December 2025, HDFS completed the sale of a portion of its retail loan originations as part of the Forward Flow Agreement. As a result, the Company derecognized \$93.8 million of receivables.
- **Equity Investment in HDFS:** During the fourth quarter, each of the counterparties paid \$23.3 million cash to acquire 4.9% of HDFS based on a multiple of approximately 1.75x HDFS's post-transaction equity carrying value for a total of 9.8% of HDFS. Seven years after closing the transaction or in the event of a change of control of Harley-Davidson, Inc. or HDFS, each counterparty will have the right to exchange its HDFS ownership interest for Harley-Davidson common stock. Three years after closing the transaction, the Company has the right to repurchase the counterparties' ownership interests in HDFS using cash that would otherwise be available to the Company in the

form of a dividend from HDFS; however, the Company may not purchase any more than one-third of the counterparties' HDFS ownership in an individual year. As a result of the counterparties' acquisition of HDFS stock, the Company has a non-controlling interest that participates in 9.8% of HDFS's earnings.

Finance receivables held for investment, net includes both retail and wholesale finance receivables, including amounts held by consolidated VIEs, which management has the intent and ability to hold. Finance receivables held for investment are recorded in the financial statements at amortized cost net of an allowance for credit losses as appropriate.

Finance receivables held for sale, net includes retail finance receivables that management intends to sell. When finance receivables are reclassified from held for investment to held for sale, the previously recorded allowance for credit losses related to those receivables is reversed. Finance receivables transferred to, or originated as, held for sale are measured at the lower of amortized cost or fair value. If fair value is less than amortized cost, a valuation allowance is recorded through *Financial services revenue* in the *Consolidated statements of operations*. The valuation allowance is reassessed each reporting period and adjusted to reflect changes in the difference between amortized cost and the estimated selling price of the receivables.

Amortized cost for finance receivables held for investment and held for sale includes the principal outstanding, accrued interest, and deferred loan fees and costs. Deferred loan fee and cost amortization associated with loans held for investment is included within *Financial services revenue* on the *Consolidated statements of operations*. Amortization of deferred loan fees and costs is terminated at the time a loan is reclassified to held for sale status and any remaining deferred balances are included in any subsequent gain or loss on sale of the associated finance receivables.

As a result of the HDFS Transaction, during the third quarter of 2025, the allowance for credit losses on the portfolio of retail finance receivables was released in conjunction with the reclassification of \$4.08 billion of retail finance receivables from held for investment to held for sale status, resulting in a benefit to the provision expense of \$338.2 million. In addition, \$75.5 million was released from the allowance for credit losses and included in the gain on the sale of securitization beneficial interests. The release of the allowance for credit losses resulted in an asset balance in the retail allowance for credit losses as estimated recoveries from retail finance receivables previously charged-off exceeded the remaining allowance for credit losses on loans held for investment at the end of 2025.

Finance receivables held for investment, net and *finance receivables held for sale, net* at December 31, were as follows (in thousands):

	2025	2024
Retail finance receivables held for investment:		
United States	\$ 752,875	\$ 6,548,550
Canada	1,546	132,556
	754,421	6,681,106
Wholesale finance receivables held for investment:		
United States	897,772	952,301
Canada	51,028	56,070
	948,800	1,008,371
	1,703,221	7,689,477
Allowance for credit losses	(2,235)	(401,183)
Finance receivables held for investment, net	1,700,986	7,288,294
Finance receivables held for sale, net	264,238	—
Total finance receivables, net	\$ 1,965,224	\$ 7,288,294

Approved but unfunded retail finance loans totaled \$156.7 million and \$140.7 million at December 31, 2025 and 2024, respectively. Unused lines of credit extended to the Company's wholesale finance customers totaled \$1.20 billion and \$1.25 billion at December 31, 2025 and 2024, respectively.

Wholesale finance receivables are generally contractually due within one year. As of December 31, 2025, contractual maturities of total finance receivables held for investment were as follows (in thousands):

	United States	Canada	Total
2026	\$ 925,094	\$ 51,241	\$ 976,335
2027	148,363	230	148,593
2028	171,187	255	171,442
2029	219,920	283	220,203
2030	155,421	313	155,734
Thereafter	30,662	252	30,914
	<u>\$ 1,650,647</u>	<u>\$ 52,574</u>	<u>\$ 1,703,221</u>

The Company's allowance for credit losses reflects expected lifetime credit losses, net of expected recoveries, on its finance receivables held for investment. Based on differences in the nature of the finance receivables held for investment and the underlying methodology for calculating the allowance for credit losses, the Company segments its finance receivables into the retail and wholesale portfolios. The Company further disaggregates each portfolio by credit quality indicators. As the credit risk varies between the retail and wholesale portfolios, the Company utilizes different credit quality indicators for each portfolio.

The retail portfolio primarily consists of a large number of small balance, homogeneous finance receivables. The Company performs a collective evaluation of the adequacy of the retail allowance for credit losses. The Company utilizes weighted-average remaining maturity and vintage-based loss forecast methodologies. Vintage-based forecasts include decompositions for probability of default, exposure at default, attrition rate, and recovery balance rate. Reasonable and supportable economic forecasts for a one- or two-year period are incorporated into the methodology to reflect the estimated impact of changes in future economic conditions, such as unemployment rates, household obligations or other relevant factors, over the reasonable and supportable period. For periods beyond the Company's reasonable and supportable forecasts, the Company reverts to its average historical loss experience immediately or using a mean-reversion process over a three-year period. Adjustments to historical loss information are made for differences in current loan-specific risk characteristics such as differences in underwriting standards, portfolio mix, or term as well as other relevant factors.

The wholesale portfolio is primarily composed of large balance, non-homogeneous loans. The Company's evaluation for the wholesale allowance for credit losses is first based on a loan-by-loan review to determine whether the loans share similar risk characteristics. The Company individually evaluates loans that do not share risk characteristics. Loans identified as those for which foreclosure is probable are classified as Non-Performing, and a specific allowance for credit losses is established when appropriate. The specific allowance is determined based on the amortized cost of the related finance receivable and the estimated fair value of the collateral, less selling costs and the cash that the Company expects to receive. Finance receivables in the wholesale portfolio not individually assessed are aggregated, based on similar risk characteristics, according to the Company's internal risk rating system and measured collectively. The related allowance for credit losses is based on factors such as the specific borrower's financial performance and ability to repay, the Company's past credit loss experience, reasonable and supportable economic forecasts, and the value of the underlying collateral and expected recoveries.

The Company considers various third-party economic forecast scenarios as part of estimating the allowance for expected credit losses and applies a probability-weighting to those economic forecast scenarios. Each quarter, the Company's outlook on economic conditions impacts the Company's retail and wholesale estimates for expected credit losses. At the end of 2025, the Company's probability weighting of its economic forecast scenarios was weighted towards more pessimistic scenarios given continued challenging macro-economic conditions including a persistently high interest rate environment, ongoing elevated inflation levels and muted consumer confidence.

Additionally, the historical experience incorporated into the portfolio-specific models does not fully reflect the Company's comprehensive expectations regarding the future. As such, the Company incorporated qualitative factors to establish an appropriate allowance for credit losses balance. These factors may include motorcycle recovery value considerations, delinquency adjustments, specific problem loan trends, or changes in other portfolio-specific loan characteristics as appropriate.

Due to the use of projections and assumptions in estimating the losses, the amount of losses actually incurred by the Company in either portfolio could differ from the amounts estimated. Further, the Company's allowance for credit losses incorporates known conditions at the balance sheet date and management's expectations surrounding the economic forecasts. The Company will continue to monitor future economic trends and conditions. Expectations surrounding the Company's economic forecasts may change in future periods as additional information becomes available.

The allowance for credit losses on finance receivables is comprised of individual components relating to wholesale and retail finance receivables. Changes in the Company's (recovery) allowance for credit losses on finance receivables held for investment by portfolio for the year ended December 31, were as follows (in thousands):

	2025		
	Retail	Wholesale	Total
Balance, beginning of period	\$ 378,373	\$ 22,810	\$ 401,183
Provision for credit losses	(199,443)	8,051	(191,392)
Charge-offs	(184,655)	(6,284)	(190,939)
Recoveries	58,930	—	58,930
Sale of Residual Interest in Securitizations	(75,547)	—	(75,547)
Balance, end of period	<u>\$ (22,342)</u>	<u>\$ 24,577</u>	<u>\$ 2,235</u>

	2024		
	Retail	Wholesale	Total
Balance, beginning of period	\$ 367,037	\$ 14,929	\$ 381,966
Provision for credit losses	237,882	9,343	247,225
Charge-offs	(290,006)	(1,462)	(291,468)
Recoveries	63,460	—	63,460
Balance, end of period	<u>\$ 378,373</u>	<u>\$ 22,810</u>	<u>\$ 401,183</u>

	2023		
	Retail	Wholesale	Total
Balance, beginning of period	\$ 345,275	\$ 13,436	\$ 358,711
Provision for credit losses	225,665	1,493	227,158
Charge-offs	(263,915)	—	(263,915)
Recoveries	60,012	—	60,012
Balance, end of period	<u>\$ 367,037</u>	<u>\$ 14,929</u>	<u>\$ 381,966</u>

The Company manages retail credit risk through its credit approval process and ongoing collection efforts. The Company uses FICO scores, a standard credit rating measurement, to differentiate the expected default rates of retail credit applicants, enabling the Company to better evaluate credit applicants for approval and to tailor pricing according to this assessment. For the Company's U.S. and Canadian retail finance receivables, the Company determines the credit quality indicator for each loan at origination and does not update the credit quality indicator subsequent to the loan origination date.

As loan performance by credit quality indicator differs between the U.S. and Canadian retail loans, the Company's credit quality indicators vary for the two portfolios. For U.S. retail finance receivables, those with a FICO score of 740 or above at origination are generally considered super prime, loans with a FICO score between 640 and 740 are generally categorized as prime, and loans with FICO score below 640 are generally considered sub-prime. For Canadian retail finance receivables, those with a FICO score of 700 or above at origination are generally considered super prime, loans with a FICO score between 620 and 700 are generally categorized as prime, and loans with FICO score below 620 are generally considered sub-prime.

The amortized cost of the Company's U.S. and Canadian retail finance receivables held for investment by vintage and credit quality indicator, along with total retail gross charge-offs, was as follows (in thousands):

	December 31, 2025						
	2025	2024	2023	2022	2021	2020 & Prior	Total
U.S. Retail:							
Super prime	\$ 185,774	\$ 108,025	\$ 54,501	\$ 16,944	\$ 9,675	\$ 1,544	\$ 376,463
Prime	166,971	96,360	54,902	26,268	11,525	2,413	358,439
Sub-prime	13,436	986	897	830	726	1,098	17,973
	<u>366,181</u>	<u>205,371</u>	<u>110,300</u>	<u>44,042</u>	<u>21,926</u>	<u>5,055</u>	<u>752,875</u>
Canadian Retail:							
Super prime	1,012	5	5	5	3	1	1,031
Prime	377	4	3	8	5	8	405
Sub-prime	101	2	3	1	1	2	110
	<u>1,490</u>	<u>11</u>	<u>11</u>	<u>14</u>	<u>9</u>	<u>11</u>	<u>1,546</u>
	<u>\$ 367,671</u>	<u>\$ 205,382</u>	<u>\$ 110,311</u>	<u>\$ 44,056</u>	<u>\$ 21,935</u>	<u>\$ 5,066</u>	<u>\$ 754,421</u>
Gross charge-offs for the year ended December 31, 2025:							
US Retail	\$ 3,280	\$ 48,145	\$ 53,272	\$ 41,304	\$ 21,354	\$ 13,556	\$ 180,911
Canadian Retail	126	996	991	821	383	427	3,744
	<u>\$ 3,406</u>	<u>\$ 49,141</u>	<u>\$ 54,263</u>	<u>\$ 42,125</u>	<u>\$ 21,737</u>	<u>\$ 13,983</u>	<u>\$ 184,655</u>
	December 31, 2024						
	2024	2023	2022	2021	2020	2019 & Prior	Total
U.S. Retail:							
Super prime	\$ 1,040,491	\$ 694,941	\$ 449,697	\$ 206,974	\$ 67,668	\$ 28,606	\$ 2,488,377
Prime	1,042,910	821,719	659,000	363,507	141,495	82,771	3,111,402
Sub-prime	318,689	224,656	180,048	119,457	58,297	47,624	948,771
	<u>2,402,090</u>	<u>1,741,316</u>	<u>1,288,745</u>	<u>689,938</u>	<u>267,460</u>	<u>159,001</u>	<u>6,548,550</u>
Canadian Retail:							
Super prime	36,011	29,098	17,468	8,330	3,179	1,096	95,182
Prime	9,111	8,687	6,724	4,033	2,212	1,524	32,291
Sub-prime	1,701	1,229	972	435	462	284	5,083
	<u>46,823</u>	<u>39,014</u>	<u>25,164</u>	<u>12,798</u>	<u>5,853</u>	<u>2,904</u>	<u>132,556</u>
	<u>\$ 2,448,913</u>	<u>\$ 1,780,330</u>	<u>\$ 1,313,909</u>	<u>\$ 702,736</u>	<u>\$ 273,313</u>	<u>\$ 161,905</u>	<u>\$ 6,681,106</u>
Gross charge-offs for the year ended December 31, 2024:							
US Retail	\$ 18,322	\$ 92,489	\$ 90,023	\$ 47,678	\$ 19,628	\$ 17,143	\$ 285,283
Canadian Retail	241	1,474	1,398	755	391	464	4,723
	<u>\$ 18,563</u>	<u>\$ 93,963</u>	<u>\$ 91,421</u>	<u>\$ 48,433</u>	<u>\$ 20,019</u>	<u>\$ 17,607</u>	<u>\$ 290,006</u>

Information about the asset performance of the total portfolio of retail loans serviced by the Company (Managed Portfolio), including receivables retained or consolidated as part of on-balance sheet VIEs (collectively, the Owned Portfolio), along with receivables included in off-balance sheet VIEs (Off-Balance Sheet Portfolio), is provided in the table below (in thousands):

	Principal Balance		Credit Losses
	Total	30+ Day Delinquent	Year Ended December 31, 2025
	December 31, 2025	December 31, 2025	
Owned portfolio	\$ 982,007	\$ 12,437	\$ 126,033
Off-balance sheet portfolio	5,137,160	291,988	92,007
Managed portfolio	<u>\$ 6,119,167</u>	<u>\$ 304,425</u>	<u>\$ 218,040</u>

The Company's credit risk on the wholesale portfolio is different from that of the retail portfolio. Whereas the retail portfolio represents a relatively homogeneous pool of retail finance receivables that exhibit more consistent loss patterns, the wholesale portfolio exposures are less consistent. The Company utilizes an internal credit risk rating system to manage credit risk exposure consistently across wholesale borrowers and individually evaluates credit risk factors for each borrower. The Company uses the following internal credit quality indicators, based on an internal risk rating system, listed from highest level of risk to lowest level of risk for the wholesale portfolio: Doubtful, Substandard, Special Mention, Medium Risk and Low Risk. Based upon the Company's review, the dealers classified in the Doubtful category are the dealers with the greatest likelihood of being charged-off, while the dealers classified as Low Risk are least likely to be charged-off. Additionally, the Company classifies dealers identified as being probable of going into foreclosure as Non-Performing. The internal rating system considers factors such as the specific borrower's ability to repay and the estimated value of any collateral. Dealer risk rating classifications are reviewed and updated on a quarterly basis.

The amortized cost of wholesale finance receivables, by vintage and credit quality indicator, was as follows (in thousands):

	December 31, 2025						
	2025	2024	2023	2022	2019	2020 & Prior	Total
Non-Performing	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —
Doubtful	13,010	5,984	1,002	19	—	1	20,016
Substandard	3,192	2,613	21	—	—	—	5,826
Special Mention	45,320	5,331	289	—	—	—	50,940
Medium Risk	414	57	—	—	—	—	471
Low Risk	762,221	71,071	8,370	29,081	803	1	871,547
	<u>\$ 824,157</u>	<u>\$ 85,056</u>	<u>\$ 9,682</u>	<u>\$ 29,100</u>	<u>\$ 803</u>	<u>\$ 2</u>	<u>\$ 948,800</u>
Gross charge-offs for the year ended December 31, 2025:							
Wholesale	\$ 2,775	\$ 1,017	\$ 191	\$ —	\$ —	\$ 2,301	\$ 6,284

	December 31, 2024						
	2024	2023	2022	2021	2020	2019 & Prior	Total
Non-Performing	\$ 6,430	\$ 4,702	\$ 129	\$ —	\$ —	\$ 2	\$ 11,263
Doubtful	25,827	3,869	139	—	—	8,196	38,031
Substandard	14,470	2,928	—	—	—	—	17,398
Special Mention	3,162	362	19	—	—	—	3,543
Medium Risk	1,471	271	—	—	—	—	1,742
Low Risk	808,771	83,611	38,815	1,702	3,358	137	936,394
	<u>\$ 860,131</u>	<u>\$ 95,743</u>	<u>\$ 39,102</u>	<u>\$ 1,702</u>	<u>\$ 3,358</u>	<u>\$ 8,335</u>	<u>\$ 1,008,371</u>
Gross charge-offs for the year ended December 31, 2024:							
Wholesale	\$ 709	\$ 710	\$ 42	\$ —	\$ —	\$ 1	\$ 1,462

Retail finance receivables are contractually delinquent if the minimum payment is not received by the specified due date. Retail finance receivables at amortized cost, excluding accrued interest, are generally charged-off when the receivable is 120 days or more delinquent, the related asset is repossessed, or the receivable is otherwise deemed uncollectible. All retail finance receivables accrue interest until either collected or charged-off. The Company reverses accrued interest related to charged-off accounts against *Financial services interest income* when the account is charged-off. The Company reversed \$24.7 million and \$33.0 million of accrued interest against *Financial services interest income* during the years ended December 31, 2025 and 2024, respectively. Due to the timely write-off of accrued interest, the Company made the election provided under *ASC Topic 326, Financial Instruments - Credit Losses* to exclude accrued interest from its allowance for credit losses. Accordingly, as of December 31, 2025 and 2024, all retail finance receivables were accounted for as interest-earning receivables, of which \$5.8 million and \$64.7 million, respectively, were 90 days or more past due.

Wholesale finance receivables are delinquent if the minimum payment is not received by the contractual due date. Wholesale finance receivables are written down once the Company determines that the specific borrower does not have the ability to repay the loan in full. Interest continues to accrue on past due finance receivables until the date the Company determines that foreclosure is probable, and the finance receivable is placed on non-accrual status. The Company will resume accruing interest on these accounts when payments are current according to the terms of the loans and future payments are reasonably assured. While on non-accrual status, all cash received is applied to principal or interest as appropriate. Once an account is charged-off, the Company will reverse the associated accrued interest against *Financial services interest income*. As the Company follows a non-accrual policy for interest, the allowance for credit losses excludes accrued interest for the wholesale portfolio. The Company reversed \$2.1 million and \$0.2 million of accrued interest against *Financial services interest income* during the years ended December 31, 2025 and 2024, respectively.

Additional information related to the wholesale finance receivables on non-accrual status was as follows (in thousands):

	Amortized Cost January 1, 2025	Amortized Cost December 31, 2025	Interest Income Recognized
Wholesale:			
No related allowance recorded	\$ 7,510	\$ 3,715	\$ 1,136
Related allowance recorded	3,753	—	56
	<u>\$ 11,263</u>	<u>\$ 3,715</u>	<u>\$ 1,192</u>
	Amortized Cost January 1, 2024	Amortized Cost December 31, 2024	Interest Income Recognized
Wholesale:			
No related allowance recorded	\$ —	\$ 7,510	\$ 795
Related allowance recorded	—	3,753	416
	<u>\$ —</u>	<u>\$ 11,263</u>	<u>\$ 1,211</u>

The aging analysis of finance receivables held for investment at December 31, was as follows (in thousands):

	2025						Total Finance Receivables
	Current	31-60 Days Past Due	61-90 Days Past Due	Greater than 90 Days Past Due and Still Accruing	Greater than 90 Days Past Due and Not Accruing	Total Past Due	
Retail finance receivables	\$ 735,999	\$ 9,715	\$ 2,942	\$ 5,765	\$ —	\$ 18,422	\$ 754,421
Wholesale finance receivables	941,116	1,830	948	4,288	618	7,684	948,800
	<u>\$ 1,677,115</u>	<u>\$ 11,545</u>	<u>\$ 3,890</u>	<u>\$ 10,053</u>	<u>\$ 618</u>	<u>\$ 26,106</u>	<u>\$ 1,703,221</u>
	2024						Total Finance Receivables
	Current	31-60 Days Past Due	61-90 Days Past Due	Greater than 90 Days Past Due and Still Accruing	Greater than 90 Days Past Due and Not Accruing	Total Past Due	
Retail finance receivables	\$ 6,368,447	\$ 178,752	\$ 69,257	\$ 64,650	\$ —	\$ 312,659	\$ 6,681,106
Wholesale finance receivables	1,002,584	3,463	718	1,080	526	5,787	1,008,371
	<u>\$ 7,371,031</u>	<u>\$ 182,215</u>	<u>\$ 69,975</u>	<u>\$ 65,730</u>	<u>\$ 526</u>	<u>\$ 318,446</u>	<u>\$ 7,689,477</u>

Retail and wholesale finance receivables held for investment, excluding non-accrual status finance receivables, that were contractually past due 90 days or more at December 31, were as follows (in thousands):

	2025	2024
United States	\$ 10,020	\$ 63,702
Canada	33	2,028
	<u>\$ 10,053</u>	<u>\$ 65,730</u>

Generally, it is the Company's policy not to change the terms and conditions of finance receivables. However, to minimize economic loss, the Company may modify certain finance receivables as troubled loan modifications. Total finance receivables subject to troubled loan modifications were not significant as of December 31, 2025 and December 31, 2024. In accordance with its policies, in certain situations, the Company may offer short-term adjustments to customer payment due dates without affecting the associated interest rate or loan term.

7. Goodwill

Changes in the carrying amount of goodwill in the HDMC and LiveWire segments for the years ended December 31, was as follows (in thousands):

	2025		
	HDMC	LiveWire	Total
Balance, beginning of period	\$ 53,328	\$ 8,327	\$ 61,655
Currency translation	2,258	—	2,258
Balance, end of period	<u>\$ 55,586</u>	<u>\$ 8,327</u>	<u>\$ 63,913</u>

	2024		
	HDMC	LiveWire	Total
Balance, beginning of period	\$ 54,369	\$ 8,327	\$ 62,696
Currency translation	(1,041)	—	(1,041)
Balance, end of period	<u>\$ 53,328</u>	<u>\$ 8,327</u>	<u>\$ 61,655</u>

The HDFS segment had no goodwill at December 31, 2025 or December 31, 2024.

8. Derivative Financial Instruments and Hedging Activities

The Company is exposed to risks from fluctuations in foreign currency exchange rates, interest rates and commodity prices. To reduce its exposure to such risks, the Company selectively uses derivative financial instruments. All derivative transactions are authorized and executed pursuant to regularly reviewed policies and procedures which prohibit the use of financial instruments for speculative trading purposes.

The Company sells products in foreign currencies and utilizes foreign currency exchange contracts to mitigate the effects of foreign currency exchange rate fluctuations related to the Euro, Australian dollar, Japanese yen, Canadian dollar and Mexican peso. The Company's foreign currency exchange contracts generally have maturities of less than one year.

The Company utilizes commodity contracts to mitigate the effects of commodity price fluctuations related to metals and fuel consumed in its motorcycle operations. The Company's commodity contracts generally have maturities of less than one year.

The Company periodically utilizes treasury rate and swap rate lock contracts to fix the interest rate on a portion of the principal related to an anticipated issuance of long-term debt or to mitigate the risk of declining interest rates associated with anticipated debt retirements. The Company also utilizes cross-currency swaps to mitigate the effect of foreign currency exchange rate fluctuations on foreign currency-denominated debt and interest rate caps to facilitate certain asset-backed securitization transactions.

All derivative financial instruments are recognized on the *Consolidated balance sheets* at fair value. In accordance with *ASC Topic 815, Derivatives and Hedging* (ASC Topic 815), the accounting for changes in the fair value of a derivative financial instrument depends on whether it has been designated and qualifies as part of a hedging relationship and, further, on the type of hedging relationship.

Changes in the fair value of derivative financial instruments that are designated as cash flow hedges are initially recorded in *Other comprehensive income* (OCI) and subsequently reclassified into income when the hedged item affects income. The Company assesses, both at the inception of each hedge and on an ongoing basis, whether the derivative financial instruments that are designated as cash flow hedging transactions are highly effective in offsetting changes in cash flows of the hedged items. No component of a designated hedging derivative financial instrument's gain or loss is excluded from the assessment of hedge effectiveness. Derivative financial instruments not designated as hedges are not speculative and are used to manage the Company's exposure to foreign currency, commodity risks, and interest rate risks. Changes in the fair value of derivative financial instruments not designated as hedging instruments are recorded directly in income. Cash flow activity associated with the Company's derivative financial instruments is recorded in *Cash flows from operating activities* on the *Consolidated statement of cash flow*.

The notional and fair values of the Company's derivative financial instruments under ASC Topic 815, at December 31, were as follows (in thousands):

Derivative Financial Instruments Designated as Cash Flow Hedging Instruments						
	2025			2024		
	Notional Value	Assets ^(a)	Liabilities ^(b)	Notional Value	Assets ^(a)	Liabilities ^(b)
Foreign currency contracts	\$ 448,287	\$ 2,096	\$ 6,299	\$ 455,322	\$ 19,778	\$ 148
Commodity contracts	879	—	89	663	59	—
Cross-currency swaps	657,214	46,889	—	759,780	—	34,709
	<u>\$ 1,106,380</u>	<u>\$ 48,985</u>	<u>\$ 6,388</u>	<u>\$ 1,215,765</u>	<u>\$ 19,837</u>	<u>\$ 34,857</u>
Derivative Financial Instruments Not Designated as Hedging Instruments						
	2025			2024		
	Notional Value	Assets ^(c)	Liabilities ^(b)	Notional Value	Assets ^(c)	Liabilities ^(b)
Commodity contracts	\$ 3,632	\$ —	\$ 106	\$ 3,489	\$ —	\$ 163
Cross-currency swaps	759,780	59,450	—	—	—	—
Interest rate caps	—	—	—	272,997	2	—
	<u>\$ 763,412</u>	<u>\$ 59,450</u>	<u>\$ 106</u>	<u>\$ 276,486</u>	<u>\$ 2</u>	<u>\$ 163</u>

(a) Includes \$46.9 million of cross-currency swaps recorded in *Other long-term assets* as of December 31, 2025, with all remaining amounts recorded in *Other current assets*.

(b) Includes \$34.7 million of cross-currency swaps recorded in *Other long-term liabilities* as of December 31, 2024, with all remaining amounts recorded in *Accrued liabilities*.

(c) Includes \$59.5 million of cross-currency swaps recorded in *Other current assets*, for which hedge accounting was discontinued prospectively effective September 30, 2025, as it was reasonably possible, but not probable, that the related medium-term notes would be settled prior to maturity.

The amount of gains and losses related to derivative financial instruments designated as cash flow hedges for the years ended December 31, were as follows (in thousands):

	Gain/(Loss) Recognized in OCI			Gain/(Loss) Reclassified from AOCL into Income		
	2025	2024	2023	2025	2024	2023
Foreign currency contracts	\$ (26,365)	\$ 39,985	\$ 1,859	\$ (1,644)	\$ 18,818	\$ 1,301
Commodity contracts	(156)	(147)	(654)	(6)	(339)	(930)
Cross-currency swaps	144,515	(46,629)	48,019	153,417	(46,966)	43,812
Treasury rate lock contracts	—	(4,293)	1,139	(2,787)	(367)	(53)
Swap rate lock contracts	—	—	(1,780)	(592)	(594)	(452)
	<u>\$ 117,994</u>	<u>\$ (11,084)</u>	<u>\$ 48,583</u>	<u>\$ 148,388</u>	<u>\$ (29,448)</u>	<u>\$ 43,678</u>

The location and amount of gains and losses recognized in income related to derivative financial instruments designated as cash flow hedges for the years ended December 31, were as follows (in thousands):

	Motorcycles and related products cost of goods sold	Selling, administrative & engineering expense	Interest expense	Financial services interest expense
	2025			
Line item on the Consolidated statements of operations in which the effects of cash flow hedges are recorded	\$ 2,741,821	\$ 1,147,475	\$ 33,444	\$ 388,636
Gain/(loss) reclassified from AOCL into income:				
Foreign currency contracts	\$ (1,644)	\$ —	\$ —	\$ —
Commodity contracts	\$ (6)	\$ —	\$ —	\$ —
Cross-currency swaps	\$ —	\$ 153,417	\$ —	\$ —
Treasury rate lock contracts	\$ —	\$ —	\$ (290)	\$ (2,497)
Swap rate lock contracts	\$ —	\$ —	\$ —	\$ (592)
	2024			
Line item on the Consolidated statements of operations in which the effects of cash flow hedges are recorded	\$ 3,005,940	\$ 1,145,244	\$ 30,748	\$ 371,766
Gain/(loss) reclassified from AOCL into income:				
Foreign currency contracts	\$ 18,818	\$ —	\$ —	\$ —
Commodity contracts	\$ (339)	\$ —	\$ —	\$ —
Cross-currency swaps	\$ —	\$ (46,966)	\$ —	\$ —
Treasury rate lock contracts	\$ —	\$ —	\$ (272)	\$ (95)
Swap rate lock contracts	\$ —	\$ —	\$ —	\$ (594)
	2023			
Line item on the Consolidated statements of operations in which the effects of cash flow hedges are recorded	\$ 3,322,306	\$ 1,175,550	\$ 30,787	\$ 332,380
Gain/(loss) reclassified from AOCL into income:				
Foreign currency contracts	\$ 1,301	\$ —	\$ —	\$ —
Commodity contracts	\$ (930)	\$ —	\$ —	\$ —
Cross-currency swaps	\$ —	\$ 43,812	\$ —	\$ —
Treasury rate lock contracts	\$ —	\$ —	\$ (363)	\$ 310
Swap rate lock contracts	\$ —	\$ —	\$ —	\$ (452)

The amount of net gain included in *Accumulated other comprehensive loss* (AOCL) at December 31, 2025, estimated to be reclassified into income over the next 12 months was \$68.4 million.

The amount of gains and losses recognized in income related to derivative financial instruments not designated as hedging instruments as of December 31 were as follows (in thousands). Gains and losses on foreign currency contracts and commodity contracts were recorded in *Motorcycles and related products cost of goods sold*. Gains and losses on cross- currency swaps, treasury rate lock contracts, and interest rate caps were recorded in *Selling, administrative & engineering expense*.

	Amount of Gain/(Loss) Recognized in Income		
	2025	2024	2023
Foreign currency contracts	\$ 5,706	\$ (342)	\$ 125
Commodity contracts	(128)	(507)	(1,426)
Cross-currency swaps	(3,466)	—	—
Treasury rate lock contracts	301	—	—
Interest rate caps	(2)	(462)	(1,908)
	<u>\$ 2,411</u>	<u>\$ (1,311)</u>	<u>\$ (3,209)</u>

The Company is exposed to credit loss risk in the event of non-performance by counterparties to its derivative financial instruments. Although no assurances can be given, the Company does not expect any of the counterparties to its derivative financial instruments to fail to meet their obligations. To manage credit loss risk, the Company evaluates counterparties based on credit ratings and, on a quarterly basis, evaluates each hedge's net position relative to the counterparty's ability to cover their position.

9. Leases

The Company determines if an arrangement is or contains a lease at contract inception. Right-of-use (ROU) assets related to the Company's leases are recorded in *Lease assets* and lease liabilities are recorded in *Accrued liabilities* and *Lease liability* on the *Consolidated balance sheets*.

ROU assets represent the Company's right to use an underlying asset over the lease term and lease liabilities represent the Company's obligation to make lease payments arising from the lease. ROU assets and lease liabilities are recognized at the lease commencement date based on the present value of future lease payments over the lease term. The ROU asset also includes prepaid lease payments and initial direct costs and is reduced for lease incentives paid by the lessor. The discount rate used to determine the present value is generally the Company's incremental borrowing rate because the implicit rate in the lease is not readily determinable. The lease term used to calculate the ROU asset and lease liabilities includes periods covered by options to extend or terminate when the Company is reasonably certain the lease term will include these optional periods.

In accordance with *ASC Topic 842, Leases* (ASC Topic 842), the Company elected the short-term lease practical expedient that allows entities to recognize lease payments on a straight-line basis over the lease term for leases with a term of 12 months or less. The Company has also elected the practical expedient under ASC Topic 842 allowing entities to not separate non-lease components from lease components, but instead account for such components as a single lease component for all leases except leases involving assets used in manufacturing and distribution processes.

The Company has operating lease arrangements for sales and administrative offices, manufacturing and distribution facilities, product testing facilities, equipment and vehicles. The Company's leases have remaining lease terms ranging from less than 1 year to 40 years, some of which include options to extend the lease term for periods generally not greater than 5 years and some of which include options to terminate the leases within 1 year. Certain leases also include options to purchase the leased asset. The Company's leases do not contain any material residual value guarantees or material restrictive covenants.

Operating lease expense for the years ended December 31, 2025, 2024, and 2023 was \$26.8 million, \$28.1 million, and \$26.0 million, respectively. This includes variable lease costs related to assets used in manufacturing and distribution processes of approximately \$1.7 million, \$1.8 million, and \$3.2 million for the years ended December 31, 2025, 2024, and 2023, respectively. Other variable and short-term lease costs were not material.

Balance sheet information related to the Company's leases at December 31, was as follows (in thousands):

	2025	2024
Lease assets	\$ 82,542	\$ 63,853
Accrued liabilities	\$ 17,254	\$ 18,658
Lease liabilities	69,425	47,420
	<u>\$ 86,679</u>	<u>\$ 66,078</u>

Future maturities of the Company's operating lease liabilities as of December 31, 2025 were as follows (in thousands):

2026	\$ 21,442
2027	18,957
2028	16,405
2029	14,201
2030	12,438
Thereafter	35,361
Future lease payments	<u>118,804</u>
Present value discount	<u>(32,125)</u>
Lease liabilities	<u>\$ 86,679</u>

Other lease information surrounding the Company's operating leases as of December 31, was as follows (dollars in thousands):

	2025	2024
Cash outflows for amounts included in the measurement of lease liabilities	\$ 23,190	\$ 24,661
ROU assets obtained in exchange for lease obligations, net of modifications	\$ 39,580	\$ 15,558
Weighted-average remaining lease term (in years)	8.00	7.88
Weighted-average discount rate	6.1 %	5.6 %

10. Debt

Debt with a contractual term less than 12 months is generally classified as short-term and consisted of the following at December 31 (in thousands):

	2025	2024
Unsecured commercial paper	\$ 497,776	\$ 640,204

Debt with a contractual term greater than 12 months is generally classified as long-term and consisted of the following at December 31 (in thousands):

	2025	2024
Secured debt:		
Asset-backed Canadian commercial paper conduit facility	\$ —	\$ 77,381
Asset-backed U.S. commercial paper conduit facility	—	431,846
Asset-backed securitization debt	—	1,956,383
Unamortized discounts and debt issuance costs	—	(6,245)
	<u>—</u>	<u>2,459,365</u>

		2025	2024
Unsecured notes (at par value):			
Medium-term notes:			
Due in 2025, issued June 2020	3.35 %	—	700,000
Due in 2026, issued April 2023 ^(a)	6.36 %	821,814	727,104
Due in 2027, issued February 2022	3.05 %	500,000	500,000
Due in 2028, issued March 2023	6.50 %	—	700,000
Due in 2029, issued June 2024	5.95 %	144,903	500,000
Due in 2030, issued March 2025 ^(b)	5.61 %	716,152	—
Unamortized discounts and debt issuance costs		(10,906)	(13,091)
		2,171,963	3,114,013
Senior notes:			
Due in 2025, issued July 2015	3.50%	—	450,000
Due in 2045, issued July 2015	4.625%	300,000	300,000
Unamortized discounts and debt issuance costs		(2,722)	(3,200)
		297,278	746,800
		2,469,241	3,860,813
Long-term debt		2,469,241	6,320,178
Current portion of long-term debt, net		(819,629)	(1,851,513)
Long-term debt, net		\$ 1,649,612	\$ 4,468,665

(a) €700.0 million par value remeasured to U.S. dollar at December 31, 2025 and 2024, respectively.

(b) €610.0 million par value remeasured to U.S. dollar at December 31, 2025.

Future principal payments of the Company's debt obligations as of December 31, 2025 were as follows (in thousands):

2026	\$ 1,319,590
2027	500,000
2028	—
2029	144,903
2030	716,152
Thereafter	300,000
Future principal payments	\$ 2,980,645
Unamortized discounts and debt issuances costs	(13,628)
	<u>\$ 2,967,017</u>

Unsecured Commercial Paper – Commercial paper maturities may range up to 365 days from the issuance date. The weighted-average interest rate of outstanding commercial paper balances was 4.49% and 5.13% at December 31, 2025 and 2024, respectively.

Credit Facilities – In April 2024, the Company extended its existing \$710.0 million five-year credit facility that was due to mature in April 2025 so that it now matures in April 2029 and amended the language of its existing \$710.0 million five-year credit facility that matures in April 2027 so that it conforms in all respects to the April 2029 credit facility other than maturity date. The five-year credit facilities (together, the Global Credit Facilities) bear interest at variable rates, which may be adjusted upward or downward depending on certain criteria, such as credit ratings. The Global Credit Facilities also require the Company to pay a fee based on the average daily unused portion of the aggregate commitments. The Global Credit Facilities are committed facilities primarily used to support the Company's unsecured commercial paper program.

Unsecured Notes – The fixed-rate U.S. dollar-denominated unsecured notes provide for semi-annual interest payments and the fixed-rate foreign currency-dominated unsecured notes provide for annual interest payments. Principal on the unsecured notes is due at maturity.

During June 2025, \$700.0 million of 3.35% medium-term notes matured, and the principal and accrued interest were paid in full. During November 2024, €600.0 million of 3.14% medium-term notes matured, and the principal and accrued interest were paid in full.

Unsecured Note Redemptions —During November 2025, the Company executed a tender offer for its \$700.0 million 6.50% medium-term notes due 2028 and \$500.0 million 5.95% medium-term notes due 2029, resulting in \$437.1 million and \$355.1 million of notes being redeemed, respectively. During December 2025, the Company executed a make-whole redemption resulting in the remaining \$262.9 million of medium-term notes due 2028 being redeemed. The Company recognized a loss on extinguishment of \$67.6 million, which included unamortized discounts and fees, within *Financial services interest expense* on the *Consolidated statements of operations*.

Senior Notes and Term Loan — In July 2015, the Company issued \$750.0 million of unsecured senior notes in an underwritten offering. The senior notes provide for semi-annual interest payments and principal due at maturity. \$450.0 million of the senior notes, which had an interest rate of 3.50%, matured in July 2025. \$300.0 million of the senior notes mature in July 2045 and have an interest rate of 4.625%. The Company used the proceeds from the debt to repurchase shares of its common stock in 2015.

On July 1, 2025, the Company entered into a term loan facility that permitted the Company to draw up to \$450.0 million on or prior to July 31, 2025. On July 24, 2025, the Company drew \$450.0 million under the facility which carried an interest rate of term Secured Overnight Financing Rate (SOFR) plus a margin based on the Company's credit rating. The Company used the proceeds to pay down the principal and interest of the \$450.0 million 3.50% senior notes that matured in July 2025. In November 2025, the Company used proceeds from the HDFS Transaction to pay down the principal and interest of the term loan facility in full. The facility included operating and financial covenants that are substantially the same as those described below and applicable under the Global Credit Facilities at the current credit rating levels for the Company's short-term and long-term debt.

Operating and Financial Covenants — Harley-Davidson Financial Services, Inc. and the Company are subject to various operating and financial covenants related to the credit facilities and various operating covenants under the medium-term and senior notes and the U.S. and Canadian asset-backed commercial paper conduit facilities. The more significant covenants are described below.

The operating covenants limit the Company's and Harley-Davidson Financial Services Inc.'s ability to:

- Assume or incur certain liens;
- Participate in certain mergers or consolidations; and
- Purchase or hold margin stock.

Under the current financial covenants of the Global Credit Facilities, the ratio of Harley-Davidson Financial Services Inc.'s consolidated debt, excluding secured debt, to Harley-Davidson Financial Services' consolidated allowance for credit losses on finance receivables plus Harley-Davidson Financial Services Inc.'s consolidated shareholders' equity, excluding accumulated other comprehensive loss (AOCL), cannot exceed 10.0 to 1.0 as of the end of any fiscal quarter. In addition, the ratio of the Company's consolidated debt to the Company's consolidated debt and consolidated shareholders' equity (where the Company's consolidated debt in each case excludes that of Harley-Davidson Financial Services Inc. and its subsidiaries, and the Company's consolidated shareholders' equity excludes AOCL), cannot exceed 0.7 to 1.0 as of the end of any fiscal quarter. No financial covenants are required under the medium-term or senior notes or the U.S. or Canadian asset-backed commercial paper conduit facilities.

At December 31, 2025 and 2024, Harley-Davidson Financial Services, Inc. and the Company remained in compliance with all of the then existing covenants.

11. Asset-Backed Financing

The Company participates in asset-backed financing both through asset-backed securitization transactions and through asset-backed commercial paper conduit facilities. In the Company's asset-backed financing programs, the Company transfers retail motorcycle finance receivables to SPEs, which are considered VIEs under U.S. GAAP. Each SPE then converts those assets into cash through the issuance of debt. The Company retains servicing rights for all of the retail motorcycle finance receivables transferred to SPEs as part of an asset-backed financing. The accounting treatment for asset-backed financings depends on the terms of the related transaction and the Company's continuing involvement with the VIE.

In transactions where the Company has power over the significant activities of the VIE and has an obligation to absorb losses or the right to receive benefits from the VIE that are potentially significant to the VIE, the Company is the primary beneficiary of the VIE and consolidates the VIE within its consolidated financial statements. On a consolidated basis, the asset-

backed financing is treated as a secured borrowing in this type of transaction and is referred to as an on-balance sheet asset-backed financing.

In transactions where the Company is not the primary beneficiary of the VIE, the Company must determine whether it can achieve a sale for accounting purposes under *ASC Topic 860, Transfers and Servicing*. To achieve a sale for accounting purposes, the assets being transferred must be legally isolated, not be constrained by restrictions from further transfer, and be deemed to be beyond the Company's control. If the Company does not meet all of these criteria for sale accounting, then the transaction is accounted for as a secured borrowing and is referred to as an on-balance sheet asset-backed financing.

If the Company meets all three of the sale criteria above, the transaction is recorded as a sale for accounting purposes and is referred to as an off-balance sheet asset-backed financing. Upon sale, the retail motorcycle finance receivables are removed from the Company's *Consolidated balance sheets* and a gain or loss is recognized for the difference between the cash proceeds received, the assets derecognized, and the liabilities recognized as part of the transaction. The gain or loss on sale is recorded in *Financial services revenue* on the *Consolidated statements of operations*.

The Company is not required, and does not currently intend, to provide any additional financial support to the on- or off-balance sheet VIEs associated with these transactions. Investors and creditors in these transactions only have recourse to the assets held by the VIEs.

The Company had no assets or liabilities related to on-balance sheet asset-backed financings included in the *Consolidated balance sheets* at December 31, 2025.

The assets and liabilities related to the on-balance sheet asset-backed financings included in the *Consolidated balance sheets* at December 31, 2024 were as follows (in thousands):

	2024					
	Finance receivables	Allowance for credit losses	Restricted cash	Other assets	Total assets	Asset-backed debt
On-balance sheet assets and liabilities:						
Consolidated VIEs:						
Asset-backed securitizations	\$ 2,470,147	\$ (140,632)	\$ 118,310	\$ 5,260	\$ 2,453,085	\$ 1,950,138
Asset-backed U.S. commercial paper conduit facility	490,766	(27,890)	28,201	2,104	493,181	431,846
Unconsolidated VIEs:						
Asset-backed Canadian commercial paper conduit facility	90,122	(4,215)	4,735	234	90,876	77,381
	<u>\$ 3,051,035</u>	<u>\$ (172,737)</u>	<u>\$ 151,246</u>	<u>\$ 7,598</u>	<u>\$ 3,037,142</u>	<u>\$ 2,459,365</u>

On-Balance Sheet Asset-Backed Securitization VIEs – The Company transfers U.S. retail motorcycle finance receivables to SPEs which in turn issue secured notes to investors, with various maturities and interest rates, secured by future collections of the purchased U.S. retail motorcycle finance receivables. Each on-balance sheet asset-backed securitization SPE is a separate legal entity, and the U.S. retail motorcycle finance receivables included in the asset-backed securitizations are only available for payment of the secured debt and other obligations arising from the asset-backed securitization transactions and are not available to pay other obligations or claims of the Company's creditors until the associated secured debt and other obligations are satisfied. Restricted cash balances held by the SPEs are used only to support the securitizations. There are no amortization schedules for the secured notes; however, the debt is reduced monthly as available collections on the related U.S. retail motorcycle finance receivables are applied to outstanding principal.

The Company is the primary beneficiary of its on-balance sheet asset-backed securitization VIEs because it is the variable interest holder with the power to direct the activities of the VIE that most significantly impact the VIE's economic performance and has the obligation to absorb losses and the right to receive benefits which could potentially be significant to the VIE.

Quarterly transfers of U.S. retail motorcycle finance receivables to SPEs, the respective proceeds, and the respective proceeds, net of discounts and issuance costs were as follows (in millions):

	2025			2024		
	Transfers	Proceeds	Proceeds, net	Transfers	Proceeds	Proceeds, net
First quarter	\$ —	\$ —	\$ —	\$ —	\$ —	\$ —
Second quarter	584.4	500.0	497.8	607.8	550.0	547.6
Third quarter	—	—	—	663.1	600.0	597.6
Fourth quarter	—	—	—	—	—	—
	<u>\$ 584.4</u>	<u>\$ 500.0</u>	<u>\$ 497.8</u>	<u>\$ 1,270.9</u>	<u>\$ 1,150.0</u>	<u>\$ 1,145.2</u>

After deconsolidating certain VIEs in conjunction with the HDFs Transaction, the Company had one on-balance sheet asset-backed securitization remaining that was repaid in full during 2025. There were no on-balance sheet asset-backed securitization secured notes repaid during 2024. For the years ended December 31, 2025 and 2024, interest expense on borrowings on the secured notes was \$50.9 million and \$92.5 million, respectively, which is included in *Financial services interest expense*. The weighted average interest rate of the outstanding on-balance sheet asset-backed securitization transactions at December 31, 2024 was 4.85%.

On-Balance Sheet Asset-Backed U.S. Commercial Paper Conduit Facility VIE – In October 2025, the Company renewed its \$1.50 billion revolving credit facility agreement (the U.S. Conduit Facility) with third-party banks and their asset-backed U.S. commercial paper conduits. Under the revolving facility agreement, the Company may transfer U.S. retail motorcycle finance receivables to an SPE, which in turn may issue debt to those third-party banks and their asset-backed U.S. commercial paper conduits. Availability under the U.S. Conduit Facility is based on, among other things, the amount and credit performance of eligible U.S. retail motorcycle finance receivables held by the SPE as collateral. In addition to extending the term of the U.S. Conduit Facility, the October 2025 amendment updated the fee structure and finance receivable take-out provisions to better align with ongoing HDFs funding needs, including for the Forward Flow Agreement that formed part of the HDFs Transaction.

Under the U.S. Conduit Facility, the assets of the SPE are restricted as collateral for the payment of the debt or other obligations arising in the transaction and are not available to pay other obligations or claims of the Company's creditors. The terms for this debt provide for interest on the outstanding principal based on prevailing commercial paper rates if funded by a conduit lender through the issuance of commercial paper. The interest rate on all outstanding debt and future borrowings, if not funded by a conduit lender through the issuance of commercial paper, is based on the Secured Overnight Financing Rate (SOFR), with provisions for a transition to other benchmark rates in the future, if necessary. In addition to interest, a program fee is assessed based on the outstanding debt principal balance. The U.S. Conduit Facility also provides for an unused commitment fee based on the unused portion of the total aggregate commitment. There is no amortization schedule; however, the debt is reduced monthly as available collections on the related finance receivables are applied to outstanding principal. Upon expiration of the U.S. Conduit Facility, any outstanding principal will continue to be reduced monthly through available collections. Unless earlier terminated or extended by mutual agreement of the Company and the lenders, as of December 31, 2025, the U.S. Conduit Facility has an expiration date of October 30, 2026.

The Company is the primary beneficiary of its U.S. Conduit Facility VIE because it is the variable interest holder with the power to direct the activities of the VIE that most significantly impact the VIE's economic performance and has the obligation to absorb losses and the right to receive benefits which could potentially be significant to the VIE.

Quarterly transfers of U.S. retail motorcycle finance receivables to the U.S. Conduit and the respective proceeds were as follows (in millions):

	2025		2024	
	Transfers	Proceeds	Transfers	Proceeds
First quarter	\$ 179.5	\$ 155.0	\$ 334.8	\$ 306.0
Second quarter	—	—	—	—
Third quarter	—	—	—	—
Fourth quarter	—	—	137.5	103.8
	<u>\$ 179.5</u>	<u>\$ 155.0</u>	<u>\$ 472.3</u>	<u>\$ 409.8</u>

For the years ended December 31, 2025 and 2024 interest expense on borrowings under the U.S. Conduit Facility was \$22.7 million and \$25.4 million, respectively, which is included in the *Financial services interest expense*. The weighted average interest rate of the outstanding U.S. Conduit Facility was 6.33% at December 31, 2024.

During October 2025, the Company redeemed the remaining \$399.5 million of outstanding debt under the U.S. Conduit Facility and recognized a \$4.3 million loss on extinguishment within *Financial services interest expense* on the *Consolidated statements of operations*.

On-Balance Sheet Asset-Backed Canadian Commercial Paper Conduit Facility – In June 2025, the Company renewed and amended its revolving facility agreement (Canadian Conduit) with a Canadian bank-sponsored asset-backed commercial paper conduit. Under the renewed and amended agreement, the Canadian Conduit is contractually committed, at the Company's option, to purchase eligible Canadian retail motorcycle finance receivables for proceeds up to C\$165.0 million. The transferred assets are restricted as collateral for the payment of the associated debt. Availability under the Canadian Conduit is based on, among other things, the amount and credit performance of eligible Canadian retail motorcycle finance receivables held as collateral.

The terms for this debt provide for interest on the outstanding principal based on prevailing market interest rates plus a specified margin. The Canadian Conduit also provides for a program fee and an unused commitment fee based on the unused portion of the total aggregate commitment. There is no amortization schedule; however, the debt is reduced monthly as available collections on the related finance receivables are applied to outstanding principal. Upon expiration of the Canadian Conduit, any outstanding principal will continue to be reduced monthly through available collections. Unless earlier terminated or extended by mutual agreement of the Company and the lenders, as of December 31, 2025, the Canadian Conduit had an expiration date of June 30, 2026.

The Company is not the primary beneficiary of the Canadian bank-sponsored, multi-seller conduit VIE; therefore, the Company does not consolidate the VIE. However, the Company treats the conduit facility as a secured borrowing as it maintains effective control over the assets transferred to the VIE and therefore does not meet the requirements for sale accounting.

As the Company participates in and does not consolidate the Canadian bank-sponsored, multi-seller conduit VIE, the maximum exposure to loss associated with this VIE is limited to the value of the Company's finance receivables held within the VIE. Accordingly, the Company did not have any exposure loss at December 31, 2025.

There were no finance receivable transfers under the Canadian Conduit Facility during the year ended December 31, 2025. Quarterly transfers of Canadian retail motorcycle finance receivables to the Canadian Conduit and the respective proceeds were as follows in 2024 (in millions):

	2024	
	Transfers	Proceeds
First quarter	\$ 34.9	\$ 28.6
Second quarter	20.6	16.9
Third quarter	17.9	14.7
Fourth quarter	—	—
	<u>\$ 73.4</u>	<u>\$ 60.2</u>

During October 2025, the Company redeemed the remaining \$49.6 million of outstanding debt under the Canadian Conduit Facility and recognized a \$0.7 million loss on extinguishment within *Financial services interest expense* on the *Consolidated statements of operations*.

For the years ended December 31, 2025 and 2024, interest expense on borrowings on the Canadian Conduit was \$2.5 million and \$4.0 million, respectively, which is included in *Financial services interest expense*. The weighted average interest rate of the outstanding Canadian Conduit was 4.48% at December 31, 2024.

Off-Balance Sheet Asset-Backed Financing - During the third quarter of 2025, HDFS completed the sale of certain securitization beneficial interests to two counterparties as part of the HDFS Transaction. As a result, the Company determined that it was no longer the primary beneficiary of the associated VIEs. Accordingly, the VIEs were deconsolidated during the third quarter of 2025 as the transfers of loans that occurred at the inception of each VIE met the criteria for an accounting sale under ASC 860. The sales of the securitization beneficial interests have been aggregated for purposes of the disclosures below.

In conjunction with the sale of these beneficial interests, the Company received \$234.6 million cash (\$125.4 million, net of restricted cash deconsolidated) and recorded a gain on sale of \$27.9 million within *Financial services revenue* on the *Consolidated statements of operations* during 2025. Additionally, the Company recorded an investment in a 5% interest in all notes (Retained Notes) previously issued by the VIEs that were deconsolidated, in accordance with Regulation RR of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 (Regulation RR). The Company is prevented from transferring the Retained Notes due to risk retention rules in Regulation RR. The Company also retained an investment in 5% of the residual cash flows of the deconsolidated VIEs (Residual Interests). The investments in Retained Notes and Residual Interests, which are collectively the retained securitization beneficial interests, are recorded within *Other current assets* and *Other long-term assets* on the *Consolidated balance sheets*. The Company had no other assets or liabilities related to its continuing involvement with the off-balance sheet VIEs as of December 31, 2025. Refer to *Note 12* of the *Notes to Consolidated financial statements* for further information about the valuation and classification of these investments.

Cash flows from the Residual Interests, if any, arise from collections on U.S. retail motorcycle loans sold to the securitization trust, less servicing fees, credit losses, and contracted payment obligations owed to securitization trust investors. The investments in Residual Interests and investments in Retained Notes balances are classified as available for sale (AFS) securities and, accordingly, are held at fair value remeasured through OCI in the *Consolidated statements of comprehensive income* until realized. Unrealized losses are reclassified to *Financial services revenue* on the *Consolidated statements of operations* if the Company intends to sell the security or it is more likely than not that the Company will be required to sell the security before the recovery of the unrealized loss. Realized gains or losses are recorded in *Financial services revenue* on the *Consolidated statements of operations*. The Company evaluates the investments in Residual Interests and investments in Retained Notes for impairment on a quarterly basis. Cash flows from the Residual Interests and Retained Notes are presented within *Collections of retained securitization beneficial interests* on the *Consolidated statement of cash flows*. The Company's interest in residual cash flows is subject primarily to the credit risk and prepayment risk inherent in the underlying finance receivables. Retained Notes have a stated principal and interest rate and are senior securities within the VIEs. As the Company participates in and does not consolidate the off-balance sheet VIEs, the maximum exposure to loss associated with these VIEs, which would only be incurred in the unlikely event that all the finance receivables and underlying collateral have no residual value, was \$78.3 million at December 31, 2025.

The Company retained servicing rights on the U.S. retail motorcycle loans within the deconsolidated VIEs for which it will receive servicing fees of 1% per annum. The servicing fees paid to the Company are considered adequate compensation for the services provided and therefore no servicing asset or liability has been recorded. Servicing and related fee income is included in *Financial services revenue* on the *Consolidated statements of operations* as earned. The Company recorded \$8.5 million from contractually-specified servicing, late, and ancillary fees during the year ended December 31, 2025.

12. Fair Value

The following tables present the fair values of certain of the Company's assets and liabilities within the fair value hierarchy as defined in Note 1. Refer to Note 14 for further discussion regarding the Company's pension plan assets measured at fair value.

Recurring Fair Value Measurements – The Company's assets and liabilities measured at fair value on a recurring basis as of December 31, were as follows (in thousands):

	2025			
	Balance	Level 1	Level 2	Level 3
Assets:				
Cash equivalents	\$ 2,693,739	\$ 2,553,850	\$ 139,889	\$ —
Marketable securities	31,513	31,513	—	—
Derivative financial instruments	108,435	—	108,435	—
Investments in Retained Notes	68,130	—	68,130	—
Investments in Residual Interests	10,156	—	—	10,156
	<u>2,911,973</u>	<u>2,585,363</u>	<u>316,454</u>	<u>10,156</u>
Liabilities:				
Derivative financial instruments	\$ 6,494	\$ —	\$ 6,494	\$ —
LiveWire warrants	1,901	1,244	657	—
	<u>\$ 8,395</u>	<u>\$ 1,244</u>	<u>\$ 7,151</u>	<u>\$ —</u>
	2024			
	Balance	Level 1	Level 2	Level 3
Assets:				
Cash equivalents	\$ 1,275,561	\$ 1,000,933	\$ 274,628	\$ —
Marketable securities	32,070	32,070	—	—
Derivative financial instruments	19,839	—	19,839	—
	<u>\$ 1,327,470</u>	<u>\$ 1,033,003</u>	<u>\$ 294,467</u>	<u>\$ —</u>
Liabilities:				
Derivative financial instruments	\$ 35,020	\$ —	\$ 35,020	\$ —
LiveWire warrants	1,549	1,013	536	—
	<u>\$ 36,569</u>	<u>\$ 1,013</u>	<u>\$ 35,556</u>	<u>\$ —</u>

The following table presents the reconciliation for all Level 3 assets measured at fair value on a recurring basis (in thousands):

	Investments in Residual Interests
Fair value at December 31, 2024 ^(a)	\$ —
Initial Fair Value	12,348
Investment Proceeds	(2,336)
Realized gain reclassified from Other Comprehensive Loss to earnings	81
Unrealized gain included in Other Comprehensive Loss	63
Fair value at December 31, 2025	<u>\$ 10,156</u>

(a) No assets or liabilities were measured using Level 3 inputs as of December 31, 2024 or 2023 so the prior period reconciliation has been excluded.

Investments in Retained Notes and Residual Interests – As discussed in Note 11 of the *Notes to Consolidated financial statements*, the Company recorded investments in Retained Notes and Residual Interests in off-balance sheet VIEs. The initial fair value of the Retained Notes was \$88.6 million and was estimated based on pricing currently available for transactions with similar terms and maturities (Level 2 inputs). The initial fair value of the Residual Interests was \$12.3 million based on a discounted cash flow calculation using the key assumptions below (Level 3 inputs). Both investments are classified as AFS securities and, accordingly, are held at fair value remeasured through OCI in the *Statements of comprehensive income*.

The initial and current period fair values of the Residual Interests were calculated using the following ranges of key assumptions:

	Initial Fair Value	December 31, 2025
Recovery rate on defaulted receivables	50.00%	50.00%
Prepayment speed	1.40%	1.40%
Expected cumulative lifetime losses	1.56% - 2.65%	2.01%- 3.21%
Weighted-average life (in years)	0.85 - 2.49	0.96 - 2.46
Residual cash flows discount rate	15.00%	15.00%

The weighted average of the key assumptions utilized in calculating the initial and current period fair values of the Residual Interests were as follows:

	Initial Fair Value	December 31, 2025
Recovery rate on defaulted receivables	50.00%	50.00%
Prepayment speed	1.40%	1.40%
Expected cumulative lifetime losses	2.33%	2.47%
Weighted-average life (in years)	1.91	1.87
Residual cash flows discount rate	15.00%	15.00%

Additionally, the fair value assumes that the Company, as servicer, does not exercise its option to purchase the underlying receivables at the earliest distribution date on which it is permitted to do so.

The sensitivity of the fair value to immediate adverse changes in the key assumptions for the investment in Residual Interests at December 31, 2025 is as follows (dollars in thousands):

	December 31, 2025
Fair value of Residual Interests	\$ 10,156
Prepayment speed	
Impact on fair value of a 1.5% absolute prepayment speed adverse change	\$ (94)
Impact on fair value of a 1.6% absolute prepayment speed adverse change	\$ (186)
Expected cumulative lifetime losses	
Impact on fair value of a 25 bps adverse change	\$ (183)
Impact on fair value of a 50 bps adverse change	\$ (365)
Residual cash flows discount rate	
Impact on fair value of a 25 bps adverse change	\$ (44)
Impact on fair value of a 50 bps adverse change	\$ (88)

The sensitivity of the fair value to immediate adverse changes in the key assumptions for the investment in Retained Notes at December 31, 2025 is as follows (dollars in thousands):

	December 31, 2025
Fair value of Retained Notes	\$ 68,130
Weighted-average life (in years)	1.86
Discount rate	
Impact on fair value of a 50 bps adverse change	\$ (300)
Impact on fair value of a 100 bps adverse change	\$ (613)

These sensitivities are hypothetical and should not be considered to be predictive of future performance. Changes in fair value generally cannot be extrapolated because the relationship of change in assumption to change in fair value may not be linear. Also, in these tables, the effect of a variation in a particular assumption on the fair value of the retained interest is calculated independently from any change in another assumption. In reality, changes in one factor may contribute to changes in another, which may magnify or counteract the sensitivities. Furthermore, the estimated fair values as disclosed should not be considered indicative of future earnings on these assets.

The table below summarizes the unrealized positions for Residual Interests and Retained Notes (in thousands):

	December 31, 2025		
	Amortized Cost	Unrealized Gains	Fair Value
Residual Interests	\$ 10,109	\$ 47	\$ 10,156
Retained Notes	68,001	129	\$ 68,130
Total Beneficial Interests	\$ 78,110	\$ 176	\$ 78,286

The table below provides information regarding certain cash flows that were received from all motorcycle loan off-balance sheet securitized trusts during the twelve months ended December 31, 2025 (in thousands):

Proceeds from sale of residual interests ^(a)	\$ 234,617
Servicing, late, and ancillary fees received	8,521
Collections of retained securitization beneficial interests	\$ 23,722

(a) Excludes reduction of \$109.2 million restricted cash deconsolidated. Refer to *Note 6* to the *Notes to Consolidated financial statements* for further information.

The Company uses the market approach to derive the fair value for its derivative financial instruments (Level 2). Foreign currency contracts, commodity contracts, and cross-currency swaps are valued using quoted forward rates and prices; interest rate caps are valued using quoted interest rates and yield curves.

LiveWire has outstanding warrants to purchase the common stock of LiveWire Group, Inc. comprised of public (Level 1) and private placement (Level 2) warrants. The private placement warrants have terms and provisions that are economically similar to those of the public warrants. The fair value of the public and private placement warrants is determined using the closing market price of the public warrants. The warrants entitle the registered warrant holder to purchase one share of LiveWire common stock at a price of \$11.50 per share and expire five years from the completion of the LiveWire business combination that occurred in 2022.

Nonrecurring Fair Value Measurements – Repossessed inventory was \$4.2 million and \$27.1 million at December 31, 2025 and 2024, respectively, for which the fair value adjustment was an increase of \$2.5 million and a decrease of \$18.4 million, respectively. Fair value is estimated using Level 2 inputs based on the recent market values of repossessed inventory.

Fair Value of Financial Instruments Measured at Cost – The carrying value of the Company's *Cash and cash equivalents* and *Restricted cash* approximates their fair values. The fair value and carrying value of the Company's remaining financial instruments that are measured at cost or amortized cost at December 31, were as follows (in thousands):

	2025		2024	
	Fair Value	Carrying Value	Fair Value	Carrying Value
Assets:				
Finance receivables held for sale, net	\$ 268,111	\$ 264,238	\$ —	\$ —
Finance receivables held for investment, net ^(a)	\$ 1,665,453	\$ 1,653,372	\$ 7,342,319	\$ 7,288,294
Liabilities:				
Deposits, net	\$ 537,136	\$ 536,644	\$ 555,902	\$ 550,586
Debt:				
Unsecured commercial paper	\$ 497,776	\$ 497,776	\$ 640,204	\$ 640,204
Asset-backed U.S. commercial paper conduit facilities	\$ —	\$ —	\$ 431,846	\$ 431,846
Asset-backed Canadian commercial paper conduit facility	\$ —	\$ —	\$ 77,381	\$ 77,381
Asset-backed securitization debt	\$ —	\$ —	\$ 1,955,006	\$ 1,950,138
Medium-term notes	\$ 2,195,390	\$ 2,171,963	\$ 3,127,710	\$ 3,114,013
Senior notes	\$ 241,057	\$ 297,278	\$ 683,624	\$ 746,800

(a) Excludes \$47.6 million estimated recovery amount included in the allowance for credit losses. Refer to Note 6 of the *Notes to the Consolidated financial statements* for additional information.

Finance Receivables held for sale, net - The carrying value of retail finance receivables held for sale is the lower of amortized cost or fair value. The fair value of finance receivables held for sale was based on the estimated selling price of the receivables (Level 2 inputs).

Finance Receivables held for investment, net – The carrying value of retail and wholesale finance receivables held for investment is amortized cost less an allowance for credit losses. The fair value of retail finance receivables is generally calculated by discounting future cash flows using an estimated discount rate that reflects current credit, interest rate and prepayment risks associated with similar types of instruments. Fair value is determined based on Level 3 inputs. The amortized cost basis of wholesale finance receivables approximates fair value because they are generally either short-term or have interest rates that adjust with changes in market interest rates.

Deposits, net – The carrying value of deposits is amortized cost, net of fees. The fair value of deposits is estimated based upon rates currently available for deposits with similar terms and maturities. Fair value is calculated using Level 3 inputs.

Debt – The carrying value of debt is generally cost, net of unamortized discounts and debt issuance costs. The fair value of unsecured commercial paper is calculated using Level 2 inputs and approximates carrying value due to its short maturity. The fair value of debt provided under the term loan, the U.S. Conduit Facility and the Canadian Conduit Facility is calculated using Level 2 inputs and approximates carrying value since the interest rates charged under the facilities are tied directly to market rates and fluctuate as market rates change. The fair values of the medium-term notes and senior notes are estimated based upon rates currently available for debt with similar terms and remaining maturities (Level 2 inputs). The fair value of the fixed-rate debt related to on-balance sheet asset-backed securitization transactions is estimated based on pricing currently available for transactions with similar terms and maturities (Level 2 inputs). The fair value of the floating-rate debt related to on-balance sheet asset-backed securitization transactions is calculated using Level 2 inputs and approximates carrying value since the interest rates charged are tied directly to market rates and fluctuate as market rates change.

13. Product Warranty and Recall Campaigns

The Company currently provides a standard two-year limited warranty on all new motorcycles sold worldwide, except in Japan, where the Company currently provides a standard three-year limited warranty. The Company also provides a five-year unlimited warranty on the battery for electric motorcycles. In addition, the Company provides a one-year warranty for parts and accessories. The warranty coverage for the retail customer generally begins when the product is sold to a retail customer. The Company accrues for future warranty claims at the time of shipment using an estimated cost based primarily on historical Company claim information.

Additionally, the Company has from time to time initiated certain voluntary recall campaigns. The Company records estimated recall costs when the liability is both probable and estimable. This generally occurs when the Company's management approves and commits to a recall. The warranty and recall liabilities are included in *Accrued liabilities* and *Other long-term liabilities* on the *Consolidated balance sheets*. Changes in the Company's warranty and recall liability were as follows as of December 31 (in thousands):

	2025	2024	2023
Balance, beginning of period	\$ 71,591	\$ 64,144	\$ 75,960
Warranties issued during the period	42,945	47,388	45,374
Settlements made during the period	(59,618)	(63,645)	(67,084)
Recalls and changes to pre-existing warranty liabilities	18,207	23,704	9,894
Balance, end of period	<u>\$ 73,125</u>	<u>\$ 71,591</u>	<u>\$ 64,144</u>

The liability for recall campaigns was \$24.7 million, \$21.0 million and \$18.9 million at December 31, 2025, 2024 and 2023, respectively.

14. Employee Benefit Plans and Other Postretirement Benefits

The Company has a qualified defined benefit pension plan and postretirement healthcare benefit plans. The plans cover certain eligible employees and retirees of the HDMC segment. The Company also has unfunded supplemental employee retirement plan agreements (SERPA) with certain employees.

Pension benefits are based primarily on years of service and, for certain participants, levels of compensation. Plan participants are generally eligible to receive postretirement healthcare benefits upon attaining age 55 after rendering at least 10 years of service to the Company. Some of the plans require participant contributions to partially offset benefit costs.

Obligations and Funded Status:

The changes in the benefit obligation, fair value of plan assets and the funded status of the Company's pension and SERPA plans and the postretirement healthcare plans as of the Company's measurement dates of December 31, were as follows (in thousands):

	Pension and SERPA Benefits		Postretirement Healthcare Benefits	
	2025	2024	2025	2024
Change in benefit obligation:				
Benefit obligation, beginning of period	\$ 1,506,747	\$ 1,568,277	\$ 191,747	\$ 206,506
Service cost	3,854	4,698	2,571	2,892
Interest cost	82,006	80,478	10,470	10,775
Actuarial loss / (gains)	15,059	(41,748)	(17,916)	(15,269)
Plan participant contributions	—	—	488	564
Special early retirement benefits	—	1,722	—	—
Plan amendments	—	5,601	—	—
Benefits paid	(113,359)	(112,281)	(15,106)	(13,721)
Settlements	(531)	—	—	—
Benefit obligation, end of period	<u>1,493,776</u>	<u>1,506,747</u>	<u>172,254</u>	<u>191,747</u>

	Pension and SERPA Benefits		Postretirement Healthcare Benefits	
	2025	2024	2025	2024
Change in plan assets:				
Fair value of plan assets, beginning of period	1,839,779	1,901,824	244,490	225,167
Return on plan assets	154,449	49,572	40,909	28,067
Plan participant contributions	—	—	488	564
Benefits paid	(112,780)	(111,617)	(9,382)	(9,308)
Fair value of plan assets, end of period	1,881,448	1,839,779	276,505	244,490
Funded status of the plan	<u>\$ 387,672</u>	<u>\$ 333,032</u>	<u>\$ 104,251</u>	<u>\$ 52,743</u>
Funded status as recognized on the Consolidated balance sheets:				
Pension and postretirement assets	\$ 397,107	\$ 342,569	\$ 149,196	\$ 98,256
Accrued liabilities	(1,245)	(1,176)	—	—
Pension and postretirement liabilities	(8,190)	(8,361)	(44,945)	(45,513)
	<u>\$ 387,672</u>	<u>\$ 333,032</u>	<u>\$ 104,251</u>	<u>\$ 52,743</u>
Amounts included in Accumulated other comprehensive loss, net of tax:				
Prior service credits	\$ 5,452	\$ 6,597	\$ 7,638	\$ 8,087
Actuarial losses (gains)	304,523	310,065	(101,711)	(75,603)
	<u>\$ 309,975</u>	<u>\$ 316,662</u>	<u>\$ (94,073)</u>	<u>\$ (67,516)</u>

During 2025, actuarial losses related to the obligation for pension and SERPA benefits were due primarily to a decrease in the discount rate. During 2024, actuarial gains related to the obligation for pension and SERPA benefits were due primarily to an increase in the discount rate and changes in other demographic assumptions.

During 2025, actuarial gains related to the obligation for postretirement healthcare benefits were due primarily to better than expected trends in Retirement Health Care Account (RHCA) drawdowns and claims costs, partially offset by a decrease in the discount rate. During 2024, actuarial gains related to the obligation for postretirement healthcare benefits were due primarily to an increase in the discount rate and better than expected trends in claim costs and RHCA drawdowns, partially offset by changes in other demographic assumptions.

The funded status of the qualified pension plan and the SERPA plans are combined above. The SERPA plans had projected benefit obligations (PBO) and accumulated benefit obligations (ABO) in excess of the fair value of plan assets at December 31, as presented below (in thousands):

	2025		2024	
Plans with PBO in excess of fair value of plan assets:				
PBO	\$	9,435	\$	9,537
Fair value of plan assets	\$	—	\$	—
Plans with ABO in excess of fair value of plan assets:				
ABO	\$	9,417	\$	9,516
Fair value of plan assets	\$	—	\$	—

The total ABO for all the Company's pension and SERPA plans combined was \$1.49 billion and \$1.51 billion as of December 31, 2025 and 2024, respectively.

Benefit Costs:

Service cost is allocated among *Selling, administrative and engineering expense, Motorcycles and related products cost of goods sold and Inventories, net*. Amounts capitalized in inventory are not significant. Non-service cost components of net periodic benefit cost are presented in *Other income (expense), net*. Components of net periodic benefit costs for the Company's defined benefit plans for the years ended December 31, were as follows (in thousands):

	Pension and SERPA Benefits			Postretirement Healthcare Benefits		
	2025	2024	2023	2025	2024	2023
Service cost	\$ 3,854	\$ 4,698	\$ 5,174	\$ 2,571	\$ 2,892	\$ 3,184
Interest cost	82,006	80,478	81,911	10,470	10,775	11,089
Expected return on plan assets	(131,195)	(132,574)	(146,076)	(18,699)	(17,696)	(17,124)
Amortization of unrecognized:						
Prior service credit	1,520	751	751	595	595	(665)
Net loss	(696)	(650)	(722)	(5,476)	(4,999)	(4,388)
Settlement (gain) loss	(145)	1,722	(759)	—	—	—
Net periodic benefit cost	<u>\$ (44,656)</u>	<u>\$ (45,575)</u>	<u>\$ (59,721)</u>	<u>\$ (10,539)</u>	<u>\$ (8,433)</u>	<u>\$ (7,904)</u>

The expected return on plan assets is calculated based on the market related value of plan assets. The market related value of plan assets is different from the fair value in that asset gains and losses are smoothed over a five-year period.

Unrecognized gains and losses related to plan obligations and assets are initially recorded in other comprehensive income and result from actual experience that differs from assumed or expected results, and the impacts of changes in assumptions. Unrecognized plan asset gains and losses not yet reflected in the market related value of plan assets are not subject to amortization. Remaining unrecognized gains and losses that exceed 10% of the greater of the projected benefit obligation or the market related value of plan assets are amortized to earnings over the estimated future service period of active plan participants. The impacts of plan amendments, if any, are amortized over the estimated future service period of plan participants at the time of the amendment.

Assumptions:

Weighted-average assumptions used to determine benefit obligations and net periodic benefit cost at December 31, were as follows:

	Pension and SERPA Benefits			Postretirement Healthcare Benefits		
	2025	2024	2023	2025	2024	2023
Assumptions for benefit obligations:						
Discount rate	5.55 %	5.65 %	5.31 %	5.39 %	5.63 %	5.36 %
Rate of compensation increase	4.00 %	4.00 %	4.00 %	n/a	n/a	n/a
Assumptions for net periodic benefit cost:						
Discount rate	5.65 %	5.31 %	5.45 %	5.63 %	5.36 %	5.42 %
Expected return on plan assets	6.40 %	6.20 %	6.80 %	7.66 %	7.46 %	7.48 %
Rate of compensation increase	4.00 %	4.00 %	4.00 %	n/a	n/a	n/a

Plan Assets:

Pension Plan Assets – The Company's investment objective is to ensure assets are sufficient to pay benefits while mitigating the volatility of retirement plan assets or liabilities recorded in the balance sheet. The Company mitigates volatility through asset diversification and partial asset/liability matching. The investment portfolio for the Company's pension plan assets contains a diversified blend of equity and fixed-income investments. The Company's current overall targeted asset allocation as a percentage of total market value was 25% equities and 75% fixed-income and cash. Assets are rebalanced regularly to keep the actual allocation in line with targets. Equity holdings primarily include investments in small-, medium- and large-cap companies in the U.S., investments in developed and emerging foreign markets and other investments such as private equity and real estate. Fixed-income holdings consist of U.S. government and agency securities, state and municipal bonds, corporate bonds from diversified industries and foreign obligations. In addition, cash equivalent balances are maintained at levels adequate to meet near-term plan expenses and benefit payments. Investment risk is measured and monitored on an ongoing basis through quarterly investment portfolio reviews.

Postretirement Healthcare Plan Assets – The Company's investment objective is to maximize the return on assets to help pay benefits by prudently investing in equities, fixed income and alternative assets. The Company's current overall targeted asset allocation as a percentage of total market value was 68% equities and 32% fixed-income and cash. Equity holdings primarily include investments in small-, medium- and large-cap companies in the U.S., investments in developed and emerging foreign markets and other investments such as private equity and real estate. Fixed-income holdings consist of U.S. government and agency securities, state and municipal bonds, corporate bonds from diversified industries and foreign obligations. In addition, cash equivalent balances are maintained at levels adequate to meet near-term plan expenses and benefit payments. Investment risk is measured and monitored on an ongoing basis through quarterly investment portfolio reviews.

The following tables present the fair values of the plan assets related to the Company's pension and postretirement healthcare plans within the fair value hierarchy as defined in Note 1. Equity holdings are primarily exchange-traded and are valued based on quoted prices for identical securities. Fixed income holdings are generally measured at fair value using quoted prices for identical or similar securities. Certain assets measured are valued at fair value using the net asset value practical expedient and are not classified in the fair value hierarchy. The fair values of the Company's pension plan assets at December 31, 2025 were as follows (in thousands):

	Balance	Level 1	Level 2
Cash and cash equivalents	\$ 34,593	\$ 34,593	\$ —
Equity holdings:			
U.S. companies	190,782	190,751	31
Foreign companies	47	47	—
Pooled equity funds	240,729	195,964	44,765
	431,558	386,762	44,796
Fixed-income holdings:			
U.S. Treasuries	63,413	63,413	—
Federal agencies	1,086	—	1,086
Corporate bonds	508,778	—	508,778
Pooled fixed income funds	769,289	—	769,289
Foreign bonds	66,135	—	66,135
Municipal bonds	6,224	—	6,224
	1,414,925	63,413	1,351,512
Plan assets subject to fair value leveling	1,881,076	\$ 484,768	\$ 1,396,308
Plan assets measured at net asset value:			
Private equity investments	—		
Real estate investments	372		
	372		
	\$ 1,881,448		

Included in the pension plan assets are 1,273,592 shares of the Company's common stock with a market value of \$26.1 million at December 31, 2025.

The fair values of the Company's postretirement healthcare plan assets at December 31, 2025 were as follows (in thousands):

	Balance	Level 1	Level 2
Cash and cash equivalents	\$ 2,434	\$ 2,434	\$ —
Equity holdings:			
U.S. companies	96,608	96,608	—
Foreign companies	39,889	39,889	—
Pooled equity funds	59,039	44,571	14,468
	195,536	181,068	14,468
Fixed-income holdings:			
U.S. Treasuries	234	234	—
Federal agencies	4	—	4
Corporate bonds	1,871	—	1,871
Pooled fixed income funds	60,318	15,807	44,511
Foreign bonds	243	—	243
Municipal bonds	23	—	23
	62,693	16,041	46,652
Plan assets subject to fair value leveling	260,663	\$ 199,543	\$ 61,120
Plan assets measured at net asset value:			
Limited partnership interests	\$ 15,604		
Real estate investments	238		
	\$ 276,505		

The fair values of the Company's pension plan assets at December 31, 2024 were as follows (in thousands):

	Balance	Level 1	Level 2
Cash and cash equivalents	\$ 26,111	\$ 26,111	\$ —
Equity holdings:			
U.S. companies	190,113	190,058	55
Foreign companies	32	32	—
Pooled equity funds	237,473	135,631	101,842
	427,618	325,721	101,897
Fixed-income holdings:			
U.S. Treasuries	120,028	120,028	—
Federal agencies	11,271	—	11,271
Corporate bonds	694,002	—	694,002
Pooled fixed income funds	463,769	—	463,769
Foreign bonds	86,071	—	86,071
Municipal bonds	10,020	—	10,020
	1,385,161	120,028	1,265,133
Plan assets subject to fair value leveling	1,838,890	\$ 471,860	\$ 1,367,030
Plan assets measured at net asset value:			
Private equity investments	334		
Real estate investments	555		
	889		
	\$ 1,839,779		

Included in the pension plan assets were 1,273,592 shares of the Company's common stock with a market value of \$38.4 million at December 31, 2024.

The fair values of the Company's postretirement healthcare plan assets at December 31, 2024 were as follows (in thousands):

	Balance	Level 1	Level 2
Cash and cash equivalents	\$ 1,824	\$ 1,824	\$ —
Equity holdings:			
U.S. companies	88,083	88,083	—
Foreign companies	27,430	27,430	—
Pooled equity funds	53,987	40,785	13,202
	169,500	156,298	13,202
Fixed-income holdings:			
U.S. Treasuries	415	415	—
Federal agencies	39	—	39
Corporate bonds	2,388	—	2,388
Pooled fixed income funds	55,119	14,720	40,399
Foreign bonds	296	—	296
Municipal bonds	34	—	34
	58,291	15,135	43,156
Plan assets subject to fair value leveling	229,615	\$ 173,257	\$ 56,358
Plan assets measured at net asset value:			
Limited partnership interests	\$ 14,537		
Real estate investments	338		
	\$ 244,490		

For 2026, the Company's overall expected long-term rate of return is 6.30% for pension assets and 7.40% for postretirement healthcare plan assets. The expected long-term rate of return is based on the portfolio as a whole and not on the sum of the returns on individual asset categories. The return is based on historical returns adjusted to reflect the current view of the long-term investment market.

Postretirement Healthcare Cost:

The weighted-average healthcare cost trend rates used in determining the accumulated postretirement benefit obligation of the healthcare plans were as follows:

	2025	2024
Healthcare cost trend rate for next year	6.27 %	6.89 %
Rate to which the cost trend rate is assumed to decline (the ultimate rate)	5.00 %	5.00 %
Year that the rate reaches the ultimate trend rate	2033	2033

Future Contributions and Benefit Payments:

Based on the funded status of the qualified pension plan, there is no requirement for the Company to make contributions to the qualified pension plan in 2026. The Company expects that 2026 postretirement healthcare plan benefits and benefits due under the SERPA plans will be paid by the Company or, in the case of postretirement healthcare plan benefits, partially funded with plan assets.

The Company's future expected benefit payments as of December 31, 2025 were as follows (in thousands):

	Pension Benefits	SERPA Benefits	Postretirement Healthcare Benefits
2026	\$ 119,495	\$ 1,278	\$ 16,203
2027	\$ 119,851	\$ 1,102	\$ 16,330
2028	\$ 117,972	\$ 941	\$ 16,601
2029	\$ 119,046	\$ 818	\$ 16,673
2030	\$ 119,558	\$ 802	\$ 16,418
2031-2035	\$ 573,837	\$ 3,394	\$ 76,352

Defined Contribution Plans:

The Company has various defined contribution benefit plans that in total cover substantially all full-time employees. Employees can make voluntary contributions in accordance with the provisions of their respective plan, which includes a 401(k) tax deferral option. The Company makes additional contributions to the plans on behalf of the employees and expensed \$27.8 million, \$32.4 million and \$30.5 million during 2025, 2024 and 2023, respectively related to the contributions.

15. Commitments and Contingencies

Litigation and Other Claims – The Company is subject to lawsuits and other claims related to product, commercial, employee, environmental and other matters. In determining costs to accrue related to these items, the Company carefully analyzes cases and considers the likelihood of adverse judgments or outcomes, as well as the potential range of possible loss. The Company accrues for matters when losses are both probable and estimable. Any amounts accrued for these matters are monitored on an ongoing basis and are updated based on new developments or new information as it becomes available for each matter. The Company also maintains insurance coverage for product liability exposures. Except for the Supply Matters discussed separately below, the Company believes there are no material exposures to loss in excess of amounts accrued.

Product Liability Matter – In August 2024, a jury awarded approximately \$288 million in damages to the plaintiffs in a product lawsuit against the Company. In November 2024, the award for damages was reduced to \$81 million. The Company appealed and subsequently settled and fully resolved this matter during the third quarter of 2025, resulting in no remaining liability.

Supply Matters – During the second quarter of 2022, the Company received information from a Tier 2 supplier, Proterial Cable America, Inc. (PCA f/k/a Hitachi Cable America, Inc.), concerning a potential regulatory compliance matter relating to PCA's brake hose assemblies. As a result, out of an abundance of caution, the Company suspended all vehicle assembly and shipments for approximately two weeks during the second quarter of 2022. Since then, the Company has been working through the regulatory compliance matter with PCA, the Company's relevant Tier-1 suppliers, and the National Highway Traffic Safety Administration (NHTSA), the agency responsible for brake hose assembly compliance in the United States.

In connection with this matter, in July 2022, PCA notified NHTSA of a population of brake hose assemblies manufactured between May and July of 2022 that were non-compliant with select NHTSA laboratory test standards. Based on that filing, in August 2022, the Company notified NHTSA of the corresponding population of Harley-Davidson motorcycles containing those brake hose assemblies. In October 2022, PCA amended its original notification, expanding its population of non-compliant brake hose assemblies to include units produced by PCA for use in Harley-Davidson motorcycles beginning as early as model year 2008. In December 2022, the Company amended its August notification, expanding the population to also include Harley-Davidson motorcycles that contained PCA's newly identified brake hose assemblies. In March 2023, PCA again amended its NHTSA notification, identifying additional compliance issues with the previously identified brake hose assemblies. The Company followed PCA's March amendment with a derivative amended notification to NHTSA in May 2023.

In June 2023, the Company received a letter from PCA advising that PCA was investigating a new, separate potential quality issue with brake hose assemblies produced by PCA after the Company's 2022 production suspension. Due to this issue, the Company was forced to suspend production of most of the motorcycles manufactured at its York facility and run limited motorcycle manufacturing operations there for approximately two weeks. The Company continued to manufacture, among other motorcycles, the 2023 CVO Road Glide and Street Glide, which do not use PCA's brake hose assemblies. It also continued its normal motorcycle manufacturing operations at its international facilities. In connection with this matter, in late June 2023, PCA filed a new and separate NHTSA notification, identifying certain brake hose assemblies produced between June of 2022 and June of 2023 as noncompliant with select NHTSA laboratory test standards. The Company followed PCA's June 2023 notification by filing a derivative notification with NHTSA in early July 2023.

As permitted by federal law, both PCA and the Company have utilized NHTSA's standard process to petition the agency to determine that these compliance issues are inconsequential to motor vehicle safety ("Inconsequentiality Determinations"). If NHTSA makes the Inconsequentiality Determinations requested, the Company will be exempt from conducting a field action or recall of its motorcycles related to these matters.

In its inconsequentiality petitions, the Company has presented NHTSA with: (1) extensive independent, third-party and internal testing demonstrating that the brake hose assemblies at issue are robust to extreme conditions - which far exceed maximum expected motorcycle lifetime demands - with no impact to brake performance; and (2) real-world field safety data showing no documented crashes or injuries attributable to the identified compliance issues for the relevant affected populations. The Company believes its petitions are closely comparable to inconsequentiality petitions that have resulted in successful inconsequentiality determinations in the past. The Company is also confident that its position that the compliance issues are inconsequential to motor vehicle safety is strong and, therefore, no field action or recall will be necessary.

Based on its expectation that NHTSA will make Inconsequentiality Determinations, the Company does not expect that these regulatory noncompliance matters will result in material costs in the future, and no costs have been accrued to date. However, it is possible that a field action or recall could be required that could cause the Company to incur material costs. There are several variables and uncertainties associated with any potential field action or recall that are not yet fully known including, but not limited to, the population of brake hose assemblies and motorcycles, the specific field action or recall required, the complexity and cost of the required repair, the need for and availability of replacement parts, the suppliers of replacement parts and the number of motorcycle owners that would participate. The Company estimates, based on its available information and assumptions, that the cost of a potential field action or recall in the aggregate, if any were to occur, could range from approximately \$140 million to \$450 million. The Company continues to evaluate and update its estimates as it learns more about these regulatory matters, including the variables and uncertainties discussed above. The Company also continues to maintain its expectation that NHTSA will make the requested Inconsequentiality Determinations and that these regulatory matters will not result in any material field action or recall costs. If a material field action or recall were to result, the Company would seek full recovery of those amounts from its suppliers.

16. Share-Based Awards

The Company has share-based compensation plans which were approved by its shareholders in April 2020 and May 2021 (the Plans) under which its Board of Directors may grant to employees share-based awards including restricted stock units (RSUs), performance shares, aspirational performance shares and nonqualified stock options. RSUs generally vest ratably over a three-year period. Performance shares include a three-year performance period with vesting based on achievement of internal performance targets and include a vesting component based on a Total Shareholder Return (TSR) relative to a peer group. Aspirational performance shares would have been earned only to the extent the aspirational share price goals for the Company's stock were achieved by December 31, 2025. If a share price goal had been met, then 50% of the associated aspirational performance shares would have vested and the remaining would have 50% vested on the one-year anniversary of the date on which the share price goal was achieved. The aspirational share price goals were not met by December 31, 2025, so the shares did not vest. Dividend or dividend equivalents are paid on RSUs, performance shares and aspirational shares that ultimately vest. At December 31, 2025, there were 2.2 million shares of common stock available for future awards under the Plans.

The Company recognizes the cost of its share-based awards in the *Consolidated statements of operations*. The cost of each share-based equity award is based on the grant date fair value and the cost of each share-based cash-settled award is based on the settlement date fair value. Forfeitures for share-based awards are estimated at the grant date and adjusted when it is likely to change. Share-based award expense is recognized on a straight-line basis over the service period for RSUs and for awards with performance conditions. The expense recognized reflects the number of awards that are ultimately expected to vest based on the service and, if applicable, performance requirements of each award. Total share-based award compensation expense recognized by the Company during 2025, 2024 and 2023 was \$31.7 million, \$49.0 million and \$82.9 million, respectively, or \$23.9 million, \$37.5 million and \$63.4 million net of taxes, respectively.

Restricted Stock Units, Performance Shares and Aspirational Shares - Settled in Stock – The fair value of RSUs and performance shares settled in stock that do not contain a market condition was determined based on the market price of the Company’s stock on the grant date. The fair value of performance shares with a relative TSR market condition and aspirational performance shares was determined using a Monte Carlo simulation. The Monte Carlo simulation uses historical volatility to determine the expected volatility and a risk-free interest rate based on U.S. Treasury rates at the time of grant. Assumptions used to calculate the grant date fair value of the performance shares with a relative TSR market condition and the aspirational performance shares, by grant date, were as follows:

Performance Share Grants:

	February 2025	February 2024	February 2023
Expected volatility	39.1 %	40.3 %	53.9 %
Risk-free interest rate	4.14 %	4.18 %	4.08 %

Aspirational Share Grants:

	August 2022
Expected volatility	54.5 %
Risk-free interest rate	3.23 %

The activity for these awards for the year ended December 31, 2025 was as follows (in thousands, except for per share amounts):

	Shares & Units	Weighted-Average Fair Value Per Share
Nonvested, beginning of period	3,974	\$ 27
Granted	1,642	\$ 27
Vested	(598)	\$ 40
Forfeited	(2,777)	\$ 22
Nonvested, end of period	2,241	\$ 30

As of December 31, 2025, there was \$26.3 million of unrecognized compensation cost related to RSUs and performance shares settled in stock, net of estimated forfeitures, that is expected to be recognized over a weighted-average period of 1.6 years.

Restricted Stock Units - Settled in Cash – RSUs settled in cash are recorded in the *Consolidated balance sheets* as a liability until vested. The fair value is determined based on the market price of the Company’s stock and is remeasured at each balance sheet date. The activity for these awards for the year ended December 31, 2025 was as follows (in thousands, except for per share amounts):

	Units	Weighted-Average Fair Value Per Share
Nonvested, beginning of period	200	\$ 32
Granted	145	\$ 27
Vested	(98)	\$ 32
Forfeited	(19)	\$ 29
Nonvested, end of period	228	\$ 21

17. Accumulated Other Comprehensive Loss

Changes in *Accumulated other comprehensive loss* for the years ended December 31, were as follows (in thousands):

	2025				
	Foreign currency translation adjustments	Derivative financial instruments	Available for sale securities	Pension and postretirement benefit plans	Total
Balance, beginning of period	\$ (91,102)	\$ 7,542	\$ —	\$ (249,146)	\$ (332,706)
Other comprehensive income, before reclassifications	68,227	117,994	294	48,321	234,836
Income tax expense	(3,119)	(27,922)	(51)	(11,911)	(43,003)
	65,108	90,072	243	36,410	191,833
Reclassifications:					
Net gains on derivative financial instruments	—	(148,388)	—	—	(148,388)
Net gains on available for sale securities	—	—	(67)	—	(67)
Prior service credits ^(a)	—	—	—	2,115	2,115
Actuarial gains ^(a)	—	—	—	(6,172)	(6,172)
Settlement gains ^(a)	—	—	—	(145)	(145)
Reclassifications before tax	—	(148,388)	(67)	(4,202)	(152,657)
Income tax benefit	—	35,357	—	1,036	36,393
	—	(113,031)	(67)	(3,166)	(116,264)
Other comprehensive income (loss)	65,108	(22,959)	176	33,244	75,569
Balance, end of period	\$ (25,994)	\$ (15,417)	\$ 176	\$ (215,902)	\$ (257,137)

	2024				
	Foreign currency translation adjustments	Derivative financial instruments	Available for sale securities	Pension and postretirement benefit plans	Total
Balance, beginning of period	\$ (68,739)	\$ (6,601)	\$ —	\$ (229,622)	\$ (304,962)
Other comprehensive loss, before reclassifications	(26,257)	(11,084)	—	(21,212)	(58,553)
Income tax benefit	3,894	2,816	—	4,981	11,691
	(22,363)	(8,268)	—	(16,231)	(46,862)
Reclassifications:					
Net losses on derivative financial instruments	—	29,448	—	—	29,448
Prior service credits ^(a)	—	—	—	1,346	1,346
Actuarial gains ^(a)	—	—	—	(5,649)	(5,649)
Reclassifications before tax	—	29,448	—	(4,303)	25,145
Income tax (expense) benefit	—	(7,037)	—	1,010	(6,027)
	—	22,411	—	(3,293)	19,118
Other comprehensive (loss) income	(22,363)	14,143	—	(19,524)	(27,744)
Balance, end of period	\$ (91,102)	\$ 7,542	\$ —	\$ (249,146)	\$ (332,706)

	2023				
	Foreign currency translation adjustments	Derivative financial instruments	Available for sale securities	Pension and postretirement benefit plans	Total
Balance, beginning of period	\$ (80,271)	\$ (10,440)	\$ —	\$ (251,218)	\$ (341,929)
Other comprehensive income, before reclassifications	11,845	48,583	—	34,005	94,433
Income tax expense	(313)	(11,322)	—	(7,984)	(19,619)
	11,532	37,261	—	26,021	74,814
Reclassifications:					
Net gains on derivative financial instruments	—	(43,678)	—	—	(43,678)
Prior service credits ^(a)	—	—	—	86	86
Actuarial gains ^(a)	—	—	—	(5,110)	(5,110)
Settlement gains ^(a)	—	—	—	(759)	(759)
Reclassifications before tax	—	(43,678)	—	(5,783)	(49,461)
Income tax benefit	—	10,256	—	1,358	11,614
	—	(33,422)	—	(4,425)	(37,847)
Other comprehensive income	11,532	3,839	—	21,596	36,967
Balance, end of period	\$ (68,739)	\$ (6,601)	\$ —	\$ (229,622)	\$ (304,962)

(a) Amounts reclassified are included in the computation of net periodic benefit cost, discussed further in Note 14.

18. Reportable Segments and Geographic Information

The Company's reportable segments and significant segment expenses are determined based on how the Company's Chief Operating Decision Maker (CODM) assesses performance and decides how to allocate resources for the Company.

The Company's President and Chief Executive Officer is the Company's CODM. Operating income is the measure of profit and loss used by the CODM to assess performance and to decide how to allocate resources for each of the Company's reportable segments.

Operating income is used to monitor actual results versus planned and prior period results for each segment based on their respective profitability objectives and business models. Operating income is also used to allocate human and capital resources among the reportable segments and to other corporate actions for returning capital to shareholders such as repurchasing common stock or paying dividends. Operating income is also a key metric used to establish and pay variable compensation to employees at all levels.

Reportable Segments – The Company operates with three segments: Harley-Davidson Motor Company (HDMC), LiveWire, and Harley-Davidson Financial Services (HDFS). The Company's reportable segments are strategic business units that offer different products and services and are managed separately based on the fundamental differences in their operations.

HDMC designs, manufactures and sells motorcycles and also sells motorcycle parts, accessories, and apparel as well as licenses its trademarks. HDMC's products are sold to retail customers primarily through a network of independent dealers. HDMC conducts business on a global basis, with sales in the U.S., Canada, Europe/Middle East/Africa (EMEA), Asia Pacific, and Latin America.

LiveWire sells electric motorcycles, electric bikes, parts and accessories and apparel in the United States and certain international markets. Electric motorcycles, related parts and accessories and apparel are sold at wholesale to a network of independent dealers and at retail through a company-owned dealer, through online sales and direct to customers through select international partners primarily in Europe. Electric bikes and related parts and accessories are sold through independent retail partners and distributors and direct to consumers online.

HDFS is engaged in the business of financing and servicing wholesale inventory receivables and retail consumer loans, primarily for the purchase of Harley-Davidson and LiveWire motorcycles. HDFS also works with certain unaffiliated third parties to provide motorcycle insurance and voluntary protection products to motorcycle owners. HDFS conducts business principally in the U.S. and Canada.

Selected segment information is set forth below for the years ended December 31 (in thousands):

	2025	2024	2023
HDMC:			
Revenue	\$ 3,578,308	\$ 4,121,906	\$ 4,844,594
Motorcycles and related products cost of goods sold	2,711,716	2,967,068	3,278,052
Gross profit	866,592	1,154,838	1,566,542
Selling, administrative and engineering expense:			
People expenses ^(a)	342,336	364,416	417,109
Marketing and advertising expenses ^(b)	158,250	123,811	124,551
Other segment items ^(c)	394,737	388,767	363,731
Operating income	(28,731)	277,844	661,151
LiveWire:			
Revenue	25,671	26,358	38,298
Motorcycles and related products cost of goods sold	30,105	38,872	44,254
Gross profit	(4,434)	(12,514)	(5,956)
Selling, administrative and engineering expense	70,582	97,125	110,853
Operating loss	(75,016)	(109,639)	(116,809)
HDFS:			
Financial services revenue	869,196	1,038,538	953,586
Financial services interest expense	388,636	371,766	332,380
Financial services provision for credit losses	(191,392)	247,225	227,158
Selling and administrative expense	181,570	171,125	159,306
Operating income	490,382	248,422	234,742
Operating income	<u>\$ 386,635</u>	<u>\$ 416,627</u>	<u>\$ 779,084</u>

- (a) People expenses include salary and related fringe costs, including payroll tax and health and welfare costs, as well as short-term incentive compensation and long-term incentive compensation, primarily in the form of share-based awards.
- (b) Marketing and advertising expenses include costs related to digital and print media, social media, website maintenance, consumer experiences, product placement, sponsorships and market research.
- (c) Other segment items for HDMC include depreciation, warranty, maintenance and facilities costs, supplies and materials, and other professional services. These costs are all included in Selling, administrative and engineering expense.

Additional segment information is set forth below as of December 31 (in thousands):

	HDMC	LiveWire	HDFS	Consolidated
2025:				
Assets	\$ 3,866,701	\$ 146,518	\$ 4,031,596	\$ 8,044,815
Depreciation and amortization	\$ 152,872	\$ 10,141	\$ 9,358	\$ 172,371
Capital expenditures	\$ 148,859	\$ 3,811	\$ 1,009	\$ 153,679
2024:				
Assets	\$ 3,630,710	\$ 147,960	\$ 8,102,909	\$ 11,881,579
Depreciation and amortization	\$ 141,275	\$ 10,041	\$ 9,357	\$ 160,673
Capital expenditures	\$ 186,639	\$ 8,068	\$ 1,856	\$ 196,563
2023:				
Assets	\$ 3,644,016	\$ 266,404	\$ 8,230,134	\$ 12,140,554
Depreciation and amortization	\$ 143,355	\$ 5,832	\$ 8,925	\$ 158,112
Capital expenditures	\$ 188,863	\$ 13,462	\$ 5,079	\$ 207,404

Geographic Information – Included in the *Consolidated financial statements* are the following amounts relating to geographic locations for the years ended December 31 (in thousands):

	2025	2024	2023
HDMC revenue ^(a) :			
United States	\$ 2,404,505	\$ 2,814,482	\$ 3,289,227
EMEA	538,781	584,490	637,492
Canada	161,449	210,526	220,158
Japan	112,376	128,432	200,539
Australia and New Zealand	105,855	119,949	127,352
Other countries	255,342	264,027	369,826
	<u>\$ 3,578,308</u>	<u>\$ 4,121,906</u>	<u>\$ 4,844,594</u>
LiveWire revenue ^(a) :			
United States	19,053	21,461	31,483
International	6,618	4,897	6,815
	<u>\$ 25,671</u>	<u>\$ 26,358</u>	<u>\$ 38,298</u>
HDFS revenue ^(a) :			
United States	\$ 843,453	\$ 1,006,574	\$ 922,758
Canada	12,775	21,167	18,220
Europe	8,056	6,503	7,343
Other countries	4,912	4,294	5,265
	<u>\$ 869,196</u>	<u>\$ 1,038,538</u>	<u>\$ 953,586</u>
Long-lived assets ^(b) :			
United States	\$ 613,500	\$ 640,837	\$ 644,620
Thailand	115,726	113,094	82,197
Other countries	20,998	3,141	4,907
	<u>136,724</u>	<u>116,235</u>	<u>87,104</u>
	<u>\$ 750,224</u>	<u>\$ 757,072</u>	<u>\$ 731,724</u>

(a) Revenue is attributed to geographic regions based on location of customer.

(b) Long-lived assets include all long-term assets except those specifically excluded under *ASC Topic 280, Segment Reporting*, such as deferred income taxes and finance receivables.

19. Supplemental Consolidating Data

The supplemental consolidating data includes separate legal entity data for the Company's financial services entities, including Harley-Davidson Financial Services, Inc. and its subsidiaries, (Financial Services Entities) and all other Harley-Davidson, Inc. entities (Non-Financial Services Entities). The supplemental consolidating data is presented to highlight the separate financial statement impacts of the Company's financial services entities and its non-financial services entities. The income statement information presented below differs from reportable segment income statement information due to the allocation of legal entity consolidating adjustments to income for reportable segments. Supplemental consolidating data for 2025 is as follows (in thousands):

	Year Ended December 31, 2025			
	Non-Financial Services Entities	Financial Services Entities	Consolidating Adjustments	Consolidated
Revenue:				
Motorcycles and related products	\$ 3,621,606	\$ —	\$ (17,627)	\$ 3,603,979
Financial services	—	872,042	(2,846)	869,196
	3,621,606	872,042	(20,473)	4,473,175
Costs and expenses:				
Motorcycles and related products cost of goods sold	2,741,821	—	—	2,741,821
Financial services interest expense	—	388,636	—	388,636
Financial services provision for credit losses	—	(191,392)	—	(191,392)
Selling, administrative and engineering expense	968,952	199,197	(20,674)	1,147,475
	3,710,773	396,441	(20,674)	4,086,540
Operating income	(89,167)	475,601	201	386,635
Other income, net	61,270	—	—	61,270
Investment income	1,044,270	—	(1,000,000)	44,270
Interest expense	33,444	—	—	33,444
Income before income taxes	982,929	475,601	(999,799)	458,731
Income tax provision	6,213	123,364	—	129,577
Net income	976,716	352,237	(999,799)	329,154
Less: (income) loss attributable to noncontrolling interests	9,584	—	—	9,584
Net income attributable to Harley-Davidson, Inc.	\$ 986,300	\$ 352,237	\$ (999,799)	\$ 338,738

	Year Ended December 31, 2024			
	Non-Financial Services Entities	Financial Services Entities	Consolidating Adjustments	Consolidated
Revenue:				
Motorcycles and related products	\$ 4,157,275	\$ —	\$ (9,011)	\$ 4,148,264
Financial services	—	1,040,203	(1,665)	1,038,538
	4,157,275	1,040,203	(10,676)	5,186,802
Costs and expenses:				
Motorcycles and related products cost of goods sold	3,005,940	—	—	3,005,940
Financial services interest expense	—	371,766	—	371,766
Financial services provision for credit losses	—	247,225	—	247,225
Selling, administrative and engineering expense	976,028	180,137	(10,921)	1,145,244
	3,981,968	799,128	(10,921)	4,770,175
Operating income	175,307	241,075	245	416,627
Other income, net	72,295	—	—	72,295
Investment income	258,964	—	(200,000)	58,964
Interest expense	30,748	—	—	30,748
Income before income taxes	475,818	241,075	(199,755)	517,138
Income tax provision	15,197	56,766	—	71,963
Net income	460,621	184,309	(199,755)	445,175
Less: (income) loss attributable to noncontrolling interests	10,182	—	—	10,182
Net income attributable to Harley-Davidson, Inc.	<u>\$ 470,803</u>	<u>\$ 184,309</u>	<u>\$ (199,755)</u>	<u>\$ 455,357</u>

	Year Ended December 31, 2023			
	Non-Financial Services Entities	Financial Services Entities	Consolidating Adjustments	Consolidated
Revenue:				
Motorcycles and related products	\$ 4,891,449	\$ —	\$ (8,557)	\$ 4,882,892
Financial services	—	955,810	(2,224)	953,586
	4,891,449	955,810	(10,781)	5,836,478
Costs and expenses:				
Motorcycles and related products cost of goods sold	3,322,306	—	—	3,322,306
Financial services interest expense	—	332,380	—	332,380
Financial services provision for credit losses	—	227,158	—	227,158
Selling, administrative and engineering expense	1,018,670	167,861	(10,981)	1,175,550
	4,340,976	727,399	(10,981)	5,057,394
Operating income	550,473	228,411	200	779,084
Other income, net	71,808	—	—	71,808
Investment income	246,771	—	(200,000)	46,771
Interest expense	30,787	—	—	30,787
Income before income taxes	838,265	228,411	(199,800)	866,876
Income tax provision	125,356	46,474	—	171,830
Net income	712,909	181,937	(199,800)	695,046
Less: (income) loss attributable to noncontrolling interests	11,540	—	—	11,540
Net income attributable to Harley-Davidson, Inc.	\$ 724,449	\$ 181,937	\$ (199,800)	\$ 706,586

	Year Ended December 31, 2025			
	Non-Financial Services Entities	Financial Services Entities	Consolidating Adjustments	Consolidated
Net income	\$ 976,716	\$ 352,237	\$ (999,799)	\$ 329,154
Other comprehensive income (loss), net of tax:				
Foreign currency translation adjustments	59,020	6,088	—	65,108
Derivative financial instruments	(18,532)	(4,427)	—	(22,959)
Unrealized gain on available for sale securities	—	176	—	176
Pension and postretirement benefit plans	33,244	—	—	33,244
	73,732	1,837	—	75,569
Comprehensive income	1,050,448	354,074	(999,799)	404,723
Less: Comprehensive loss attributable to noncontrolling interests	6,524	—	—	6,524
Comprehensive income attributable to Harley-Davidson, Inc.	\$ 1,056,972	\$ 354,074	\$ (999,799)	\$ 411,247

	Year Ended December 31, 2024			
	Non-Financial Services Entities	Financial Services Entities	Consolidating Adjustments	Consolidated
Net income	\$ 460,621	\$ 184,309	\$ (199,755)	\$ 445,175
Other comprehensive income (loss), net of tax:				
Foreign currency translation adjustments	(13,039)	(9,324)	—	(22,363)
Derivative financial instruments	16,621	(2,478)	—	14,143
Pension and postretirement benefit plans	(19,524)	—	—	(19,524)
	(15,942)	(11,802)	—	(27,744)
Comprehensive income	444,679	172,507	(199,755)	417,431
Less: Comprehensive loss attributable to noncontrolling interests	10,182	—	—	10,182
Comprehensive income attributable to Harley-Davidson, Inc.	\$ 454,861	\$ 172,507	\$ (199,755)	\$ 427,613
	Year Ended December 31, 2023			
	Non-Financial Services Entities	Financial Services Entities	Consolidating Adjustments	Consolidated
Net income	\$ 712,909	\$ 181,937	\$ (199,800)	\$ 695,046
Other comprehensive income (loss), net of tax:				
Foreign currency translation adjustments	9,619	1,913	—	11,532
Derivative financial instruments	919	2,920	—	3,839
Pension and postretirement benefit plans	21,596	—	—	21,596
	32,134	4,833	—	36,967
Comprehensive income	745,043	186,770	(199,800)	732,013
Less: Comprehensive loss attributable to noncontrolling interests	11,540	—	—	11,540
Comprehensive income attributable to Harley-Davidson, Inc.	\$ 756,583	\$ 186,770	\$ (199,800)	\$ 743,553

	December 31, 2025			
	Non-Financial Services Entities	Financial Services Entities	Consolidating Adjustments	Consolidated
ASSETS				
Current assets:				
Cash and cash equivalents	\$ 1,314,917	\$ 1,776,827	\$ —	\$ 3,091,744
Accounts receivable, net	288,183	164	(62,587)	225,760
Finance receivables held for sale, net	—	264,238	—	264,238
Finance receivables held for investment, net	—	981,926	—	981,926
Inventories, net	730,898	—	—	730,898
Other current assets	196,406	142,880	(46,903)	292,383
	2,530,404	3,166,035	(109,490)	5,586,949
Finance receivables held for investment, net	—	719,060	—	719,060
Property, plant and equipment, net	745,451	4,773	—	750,224
Pension and postretirement assets	546,303	—	—	546,303
Goodwill	63,913	—	—	63,913
Deferred income taxes	61,956	12,939	(1,103)	73,792
Lease assets	80,124	2,418	—	82,542
Other long-term assets	217,416	126,371	(121,755)	222,032
	<u>\$ 4,245,567</u>	<u>\$ 4,031,596</u>	<u>\$ (232,348)</u>	<u>\$ 8,044,815</u>
LIABILITIES AND SHAREHOLDERS' EQUITY				
Current liabilities:				
Accounts payable	\$ 366,507	\$ 85,317	\$ (62,587)	\$ 389,237
Accrued liabilities	477,041	241,577	(46,661)	671,957
Short-term deposits, net	—	280,095	—	280,095
Short-term debt	—	497,776	—	497,776
Current portion of long-term debt, net	—	819,629	—	819,629
	843,548	1,924,394	(109,248)	2,658,694
Long-term deposits, net	—	256,549	—	256,549
Long-term debt, net	297,278	1,352,334	—	1,649,612
Lease liabilities	67,497	1,928	—	69,425
Pension and postretirement liabilities	53,135	—	—	53,135
Deferred income taxes	2,267	3,239	—	5,506
Other long-term liabilities	138,410	55,080	1,554	195,044
Commitments and contingencies (Note 15)				
Shareholders' equity	2,843,432	438,072	(124,654)	3,156,850
	<u>\$ 4,245,567</u>	<u>\$ 4,031,596</u>	<u>\$ (232,348)</u>	<u>\$ 8,044,815</u>

	December 31, 2024			
	Non-Financial Services Entities	Financial Services Entities	Consolidating Adjustments	Consolidated
ASSETS				
Current assets:				
Cash and cash equivalents	\$ 1,105,663	\$ 483,945	\$ —	\$ 1,589,608
Accounts receivable, net	294,776	65	(60,526)	234,315
Finance receivables held for investment, net	—	2,031,496	—	2,031,496
Inventories, net	745,793	—	—	745,793
Restricted cash	—	135,661	—	135,661
Other current assets	273,791	63,608	(77,635)	259,764
	<u>2,420,023</u>	<u>2,714,775</u>	<u>(138,161)</u>	<u>4,996,637</u>
Finance receivables held for investment, net	—	5,256,798	—	5,256,798
Property, plant and equipment, net	743,875	13,197	—	757,072
Pension and postretirement assets	440,825	—	—	440,825
Goodwill	61,655	—	—	61,655
Deferred income taxes	88,734	88,109	(1,017)	175,826
Lease assets	60,628	3,225	—	63,853
Other long-term assets	221,694	26,805	(119,586)	128,913
	<u>\$ 4,037,434</u>	<u>\$ 8,102,909</u>	<u>\$ (258,764)</u>	<u>\$ 11,881,579</u>
LIABILITIES AND SHAREHOLDERS' EQUITY				
Current liabilities:				
Accounts payable	\$ 275,314	\$ 83,930	\$ (60,526)	\$ 298,718
Accrued liabilities	515,830	155,437	(77,307)	593,960
Short-term deposits, net	—	173,099	—	173,099
Short-term debt	—	640,204	—	640,204
Current portion of long-term debt, net	449,831	1,401,682	—	1,851,513
	<u>1,240,975</u>	<u>2,454,352</u>	<u>(137,833)</u>	<u>3,557,494</u>
Long-term deposits, net	—	377,487	—	377,487
Long-term debt, net	296,969	4,171,696	—	4,468,665
Lease liabilities	44,520	2,900	—	47,420
Pension and postretirement liabilities	53,874	—	—	53,874
Deferred income taxes	15,765	1,124	—	16,889
Other long-term liabilities	139,373	60,123	1,754	201,250
Commitments and contingencies (Note 15)				
Shareholders' equity	2,245,958	1,035,227	(122,685)	3,158,500
	<u>\$ 4,037,434</u>	<u>\$ 8,102,909</u>	<u>\$ (258,764)</u>	<u>\$ 11,881,579</u>

	Year Ended December 31, 2025			
	Non-Financial Services Entities	Financial Services Entities	Consolidating Adjustments	Consolidated
Cash flows from operating activities:				
Net income	\$ 976,716	\$ 352,237	\$ (999,799)	\$ 329,154
Adjustments to reconcile net income to net cash provided by operating activities:				
Depreciation and amortization	163,013	9,358	—	172,371
Amortization of deferred loan origination costs	—	45,165	—	45,165
Amortization of financing origination fees	2,465	11,087	—	13,552
Income related to long-term employee benefits	(55,195)	—	—	(55,195)
Employee benefit plan contributions and payments	(6,835)	—	—	(6,835)
Stock compensation expense	29,580	2,169	—	31,749
Net change in wholesale finance receivables related to sales	—	—	64,461	64,461
Provision for credit losses	—	(191,392)	—	(191,392)
Collections from finance receivables held for sale	—	28,979	—	28,979
Proceeds from sale of finance receivables held for sale	—	552,670	—	552,670
Originations and purchases of finance receivables held for sale	—	(844,232)	—	(844,232)
Gain on sale of securitization beneficial interests	—	(27,867)	—	(27,867)
Loss on sale of finance receivables	—	11,378	—	11,378
Loss on debt extinguishment	—	72,630	—	72,630
Deferred income taxes	5,937	78,120	86	84,143
Other, net	6,799	26,576	(201)	33,174
Changes in current assets and liabilities:				
Accounts receivable, net	30,585	—	2,061	32,646
Finance receivables - accrued interest and other	—	43,786	—	43,786
Inventories, net	47,577	—	—	47,577
Accounts payable and accrued liabilities	22,072	66,849	36,635	125,556
Other current assets	60,801	(24,616)	(30,733)	5,452
	306,799	(139,340)	72,309	239,768
Net cash provided by operating activities	1,283,515	212,897	(927,490)	568,922

	Year Ended December 31, 2025			
	Non-Financial Services Entities	Financial Services Entities	Consolidating Adjustments	Consolidated
Cash flows from investing activities:				
Capital expenditures	(152,670)	(1,009)	—	(153,679)
Origination of finance receivables held for investment	—	(4,932,753)	2,379,178	(2,553,575)
Collections of finance receivables held for investment	—	5,101,887	(2,451,688)	2,650,199
Proceeds from sale of finance receivables initially held for investment	—	3,685,613	—	3,685,613
Proceeds from sale of securitization beneficial interests, net	—	125,369	—	125,369
Collections of retained securitization beneficial interests	—	23,722	—	23,722
Other investing activities	1,126	—	—	1,126
Net cash (used) provided by investing activities	(151,544)	4,002,829	(72,510)	3,778,775
Cash flows from financing activities:				
Proceeds from issuance of medium-term notes	—	647,088	—	647,088
Repayments of medium-term notes	—	(1,815,368)	—	(1,815,368)
Proceeds from term loan	448,013	—	—	448,013
Repayments of term loan	(450,000)	—	—	(450,000)
Repayment of senior unsecured notes	(450,000)	—	—	(450,000)
Proceeds from securitization debt	—	497,790	—	497,790
Repayments of securitization debt	—	(781,141)	—	(781,141)
Borrowings of asset-backed commercial paper	—	155,000	—	155,000
Repayments of asset-backed commercial paper	—	(671,526)	—	(671,526)
Net decrease in unsecured commercial paper	—	(141,600)	—	(141,600)
Capital contribution from third parties	—	46,600	—	46,600
Net decrease in deposits	—	(14,711)	—	(14,711)
Dividends paid	(86,388)	(1,000,000)	1,000,000	(86,388)
Repurchase of common stock	(353,270)	—	—	(353,270)
Share repurchases not yet settled	(40,000)	—	—	(40,000)
Other financing activities	(789)	2	—	(787)
Net cash used by financing activities	(932,434)	(3,077,866)	1,000,000	(3,010,300)
Effect of exchange rate changes on cash, cash equivalents and restricted cash	9,717	3,776	—	13,493
Net increase in cash, cash equivalents and restricted cash	<u>\$ 209,254</u>	<u>\$ 1,141,636</u>	<u>\$ —</u>	<u>\$ 1,350,890</u>
Cash, cash equivalents and restricted cash:				
Cash, cash equivalents and restricted cash, beginning of period	\$ 1,105,663	\$ 635,191	\$ —	\$ 1,740,854
Net increase in cash, cash equivalents and restricted cash	209,254	1,141,636	—	1,350,890
Cash, cash equivalents and restricted cash, end of period	<u>\$ 1,314,917</u>	<u>\$ 1,776,827</u>	<u>\$ —</u>	<u>\$ 3,091,744</u>

	Year Ended December 31, 2024			
	Non-Financial Services Entities	Financial Services Entities	Consolidating Adjustments	Consolidated
Cash flows from operating activities:				
Net income	\$ 460,621	\$ 184,309	\$ (199,755)	\$ 445,175
Adjustments to reconcile net income to net cash provided by operating activities:				
Depreciation and amortization	151,316	9,357	—	160,673
Amortization of deferred loan origination costs	—	70,745	—	70,745
Amortization of financing origination fees	721	13,242	—	13,963
Provision for long-term employee benefits	(54,008)	—	—	(54,008)
Employee benefit plan contributions and payments	(5,078)	—	—	(5,078)
Stock compensation expense	46,960	2,045	—	49,005
Net change in wholesale finance receivables related to sales	—	—	46,884	46,884
Provision for credit losses	—	247,225	—	247,225
Deferred income taxes	(21,136)	(4,811)	(329)	(26,276)
Other, net	17,289	25	(244)	17,070
Changes in current assets and liabilities:				
Accounts receivable, net	107,088	—	(87,310)	19,778
Finance receivables - accrued interest and other	—	36	—	36
Inventories, net	164,609	—	—	164,609
Accounts payable and accrued liabilities	(27,273)	(73,795)	45,632	(55,436)
Other current assets	(110,404)	9,818	70,054	(30,532)
	270,084	273,887	74,687	618,658
Net cash provided by operating activities	730,705	458,196	(125,068)	1,063,833
Cash flows from investing activities:				
Capital expenditures	(194,707)	(1,856)	—	(196,563)
Origination of finance receivables held for investment	—	(6,464,892)	2,825,613	(3,639,279)
Collections of finance receivables held for investment	—	6,340,885	(2,900,545)	3,440,340
Other investing activities	8,172	—	4,000	12,172
Net cash used by investing activities	(186,535)	(125,863)	(70,932)	(383,330)

	Year Ended December 31, 2024			
	Non-Financial Services Entities	Financial Services Entities	Consolidating Adjustments	Consolidated
Cash flows from financing activities:				
Proceeds from issuance of medium-term notes	—	495,856	—	495,856
Repayments of medium-term notes	—	(660,780)	—	(660,780)
Proceeds from securitization debt	—	1,145,211	—	1,145,211
Repayments of securitization debt	—	(1,078,248)	—	(1,078,248)
Borrowings of asset-backed commercial paper	—	469,986	—	469,986
Repayments of asset-backed commercial paper	—	(258,077)	—	(258,077)
Net decrease in unsecured commercial paper	—	(237,340)	—	(237,340)
Net increase in deposits	—	102,119	—	102,119
Dividends paid	(91,224)	(200,000)	200,000	(91,224)
Repurchase of common stock	(459,829)	—	—	(459,829)
Other financing activities	11	4,000	(4,000)	11
Net cash used by financing activities	(551,042)	(217,273)	196,000	(572,315)
Effect of exchange rate changes on cash, cash equivalents and restricted cash	(14,865)	(1,280)	—	(16,145)
Net (decrease) increase in cash, cash equivalents and restricted cash	<u>\$ (21,737)</u>	<u>\$ 113,780</u>	<u>\$ —</u>	<u>\$ 92,043</u>
Cash, cash equivalents and restricted cash:				
Cash, cash equivalents and restricted cash, beginning of period	\$ 1,127,400	\$ 521,411	\$ —	\$ 1,648,811
Net (decrease) increase in cash, cash equivalents and restricted cash	(21,737)	113,780	—	92,043
Cash, cash equivalents and restricted cash, end of period	<u>\$ 1,105,663</u>	<u>\$ 635,191</u>	<u>\$ —</u>	<u>\$ 1,740,854</u>

	Year Ended December 31, 2023			
	Non-Financial Services Entities	Financial Services Entities	Consolidating Adjustments	Consolidated
Cash flows from operating activities:				
Net income	\$ 712,909	\$ 181,937	\$ (199,800)	\$ 695,046
Adjustments to reconcile net income to net cash provided by operating activities:				
Depreciation and amortization	149,187	8,925	—	158,112
Amortization of deferred loan origination costs	—	85,018	—	85,018
Amortization of financing origination fees	709	12,499	—	13,208
Provision for long-term employee benefits	(67,624)	—	—	(67,624)
Employee benefit plan contributions and payments	(5,736)	—	—	(5,736)
Stock compensation expense	79,311	3,590	—	82,901
Net change in wholesale finance receivables related to sales	—	—	(387,743)	(387,743)
Provision for credit losses	—	227,158	—	227,158
Deferred income taxes	(26,720)	(3,663)	324	(30,059)
Other, net	(18,480)	(21,033)	(200)	(39,713)
Changes in current assets and liabilities:				
Accounts receivable, net	(42,312)	—	30,869	(11,443)
Finance receivables - accrued interest and other	—	(339)	—	(339)
Inventories, net	21,257	—	—	21,257
Accounts payable and accrued liabilities	(21,957)	67,635	(17,108)	28,570
Other current assets	(11,283)	(5,482)	3,039	(13,726)
	56,352	374,308	(370,819)	59,841
Net cash provided by operating activities	769,261	556,245	(570,619)	754,887
Cash flows from investing activities:				
Capital expenditures	(202,325)	(5,079)	—	(207,404)
Origination of finance receivables held for investment	—	(7,284,431)	3,410,889	(3,873,542)
Collections of finance receivables held for investment	—	6,611,092	(3,040,270)	3,570,822
Other investing activities	(4,680)	—	2,500	(2,180)
Net cash used by investing activities	(207,005)	(678,418)	373,119	(512,304)

	Year Ended December 31, 2023			
	Non-Financial Services Entities	Financial Services Entities	Consolidating Adjustments	Consolidated
Cash flows from financing activities:				
Proceeds from issuance of medium-term notes	—	1,446,304	—	1,446,304
Repayments of medium-term notes	—	(1,056,680)	—	(1,056,680)
Proceeds from securitization debt	—	1,045,547	—	1,045,547
Repayments of securitization debt	—	(1,193,526)	—	(1,193,526)
Borrowings of asset-backed commercial paper	—	42,429	—	42,429
Repayments of asset-backed commercial paper	—	(237,370)	—	(237,370)
Net increase in unsecured commercial paper	—	107,146	—	107,146
Net increase in deposits	—	129,855	—	129,855
Dividends paid	(96,310)	(200,000)	200,000	(96,310)
Repurchase of common stock	(363,987)	—	—	(363,987)
Other financing activities	1,946	2,500	(2,500)	1,946
Net cash (used) provided by financing activities	(458,351)	86,205	197,500	(174,646)
Effect of exchange rate changes on cash, cash equivalents and restricted cash	1,697	—	—	1,697
Net increase (decrease) in cash, cash equivalents and restricted cash	<u>\$ 105,602</u>	<u>\$ (35,968)</u>	<u>\$ —</u>	<u>\$ 69,634</u>
Cash, cash equivalents and restricted cash:				
Cash, cash equivalents and restricted cash, beginning of period	\$ 1,021,798	\$ 557,379	\$ —	\$ 1,579,177
Net increase (decrease) in cash, cash equivalents and restricted cash	105,602	(35,968)	—	69,634
Cash, cash equivalents and restricted cash, end of period	<u>\$ 1,127,400</u>	<u>\$ 521,411</u>	<u>\$ —</u>	<u>\$ 1,648,811</u>

Item 9. Changes in and Disagreements With Accountants on Accounting and Financial Disclosure

None.

Item 9A. Controls and Procedures

Evaluation of Disclosure Controls and Procedures – In accordance with Rule 13a-15(b) of the Securities Exchange Act of 1934 (the Exchange Act), as of the end of the period covered by this Annual Report on Form 10-K, the Company's management evaluated, with the participation of the Company's President and Chief Executive Officer and the Chief Financial Officer and Chief Commercial Officer, the effectiveness of the design and operation of the Company's disclosure controls and procedures (as defined in Rule 13a-15(e) under the Exchange Act). Based upon their evaluation of these disclosure controls and procedures, the President and Chief Executive Officer and the Chief Financial Officer and Chief Commercial Officer have concluded that the disclosure controls and procedures were effective as of the end of the period covered by this Annual Report on Form 10-K to ensure that information required to be disclosed by the Company in the reports it files or submits under the Exchange Act is recorded, processed, summarized and reported, within the time period specified in the Securities and Exchange Commission rules and forms, and to ensure that information required to be disclosed by the Company in the reports it files or submits under the Exchange Act is accumulated and communicated to the Company's management, including its President and Chief Executive Officer and its Chief Financial Officer and Chief Commercial Officer, as appropriate, to allow timely decisions regarding disclosure.

Management's Report on Internal Control over Financial Reporting – The Company's management is responsible for establishing and maintaining adequate internal control over financial reporting, as such term is defined in Exchange Act Rules 13a-15(f). Under the supervision and with the participation of management, including the principal executive officer and principal financial officer, management conducted an evaluation of the effectiveness of the Company's internal control over financial reporting based on the criteria established in *Internal Control – Integrated Framework* (2013 Framework) issued by the Committee of Sponsoring Organizations of the Treadway Commission. Based on management's evaluation under the framework in *Internal Control – Integrated Framework*, management has concluded that the Company's internal control over financial reporting was effective as of December 31, 2025. Ernst & Young LLP, an independent registered public accounting

firm, has audited the *Consolidated financial statements* included in this Annual Report on Form 10-K and, as part of its audit, has issued an attestation report, included herein, on the effectiveness of the Company's internal control over financial reporting.

Attestation Report of Independent Registered Public Accounting Firm – The attestation report required under this Item 9A is contained in *Item 8. Financial Statements and Supplementary Data* of this Annual Report on Form 10-K under the heading *Report of Independent Registered Public Accounting Firm*.

Changes in Internal Controls – There were no changes in the Company's internal control over financial reporting that occurred during the quarter ended December 31, 2025 that have materially affected, or are reasonably likely to materially affect, the Company's internal control over financial reporting.

Item 9B. Other Information

On November 14, 2025, Paul Krause, Chief Legal, Compliance and Corporate Affairs Officer, adopted a written plan for the sale of Harley-Davidson, Inc. common stock that Mr. Krause intended to satisfy the affirmative defense conditions of Rule 10b5-1(c) under the Exchange Act. Mr. Krause's written plan provides for the sale of up to 3,127 shares of Harley-Davidson, Inc. common stock in the aggregate. This written plan is scheduled to expire on the earlier of: (1) July 28, 2026; or (2) the date on which an aggregate of 3,127 shares of Harley-Davidson, Inc. common stock have been sold.

During the three months ended December 31, 2025, no other director or Section 16 officer of the Company adopted or terminated a "Rule 10b5-1 trading arrangement" or "non-Rule 10b5-1 trading arrangement," as each term is defined in Item 408(a) of Regulation S-K.

Item 9C. Disclosure Regarding Foreign Jurisdictions that Prevent Inspections

Not applicable.

PART III

Item 10. Directors, Executive Officers and Corporate Governance

The information to be included in the Company's definitive proxy statement for the 2026 annual meeting of shareholders (the Proxy Statement) under the captions *Questions and Answers about the Company – Who are our executive officers for SEC purposes?*, *Corporate Governance – Audit and Finance Committee*, *Proposal 1: Election of Directors and Director Independence*, and *Audit and Finance Committee Report* is incorporated by reference herein.

The information on beneficial ownership reporting compliance will be contained under the caption *Stock Ownership Information - Security Ownership of Certain Beneficial Owners, Officers, and Directors and Delinquent Section 16(A) Reporting* in our 2026 proxy statement and is incorporated herein by reference.

The Company has adopted the Harley-Davidson, Inc. Code of Conduct which is applicable to all employees, including the Company's Chief Executive Officer, Chief Financial Officer, and Principal Accounting Officer. The Company has posted a copy of the Harley-Davidson, Inc. Code of Conduct on the Company's website at <http://investor.harley-davidson.com/>. The Company intends to satisfy the disclosure requirements under Item 5.05 of the Securities and Exchange Commission's Current Report on Form 8-K regarding amendments to, or waivers from, the Harley-Davidson, Inc. Code of Conduct by posting such information on its website at www.harley-davidson.com. The Company is not including the information contained on or available through its website as a part of, or incorporating such information by reference into, this Annual Report on Form 10-K.

The Company has adopted an insider trading policy governing the purchase, sale and other dispositions of its securities by the Company and its directors, officers, employees, and other designated individuals, which is designed to promote compliance with all applicable insider trading laws, rules and regulations and NYSE listing standards. A copy of this policy is filed as Exhibit 19 to this Annual Report on Form 10-K.

Item 11. Executive Compensation

The information to be included in the Proxy Statement under the captions *Our Executive Officers, Compensation Discussion and Analysis* and *Human Resources Committee Report on Executive Compensation* is incorporated by reference herein.

Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters

Information to be included in the Proxy Statement under the caption *Stock Ownership Information of Certain Beneficial Owners, Officers and Directors* is incorporated by reference herein.

The following table provides information about the Company's equity compensation plans as of December 31, 2025:

Plan Category	Number of securities to be issued upon the exercise of outstanding options	Weighted-average exercise price of outstanding options	Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected in the first column)
Plan approved by shareholders:			
Management employees	500,000	\$ 36.63	2,197,127
Plan not approved by shareholders:			
Non-employee Board of Directors	—	\$ —	316,762
	500,000		2,513,889

Documents for the Company's equity compensation plans have been filed with the Securities and Exchange Commission on a timely basis and included in the list of exhibits to this Annual Report on Form 10-K.

Under the Company's management plan, its Board of Directors may grant to employees share-based awards including restricted stock units (RSUs), performance shares, aspirational performance shares and nonqualified stock options. RSUs vest ratably over a three-year period. Performance shares include a three-year performance period with vesting based on achievement of internal performance targets and, beginning with the 2021 grant, include a vesting component based on a Total Shareholder Return (TSR) relative to a peer group. Aspirational performance shares would have been earned only to the extent the aspirational share price goals for the Company's stock were achieved by December 31, 2025. If a share price goal had been met, then 50% of the associated aspirational performance shares would have vested and the remaining 50% vested on the one-year anniversary of the date on which the share price goal was achieved. The aspirational share price goals were not met by December 31, 2025, so the shares did not vest. Dividend or dividend equivalents are paid on RSUs, performance shares and aspirational shares that ultimately vest. Stock options granted under the Plan have an exercise price equal to the fair market value of the underlying stock at the date of grant and for grants made prior to 2021 vest ratably over a three-year period with the first one-third of the grant becoming exercisable one year after the date of grant. Stock options granted under the Plan in 2021 include a service component to vest and a market condition to become exercisable. The 2021 stock options expire 10 years from the grant date or, if the grantee's employment ceases prior to December 31, 2023, 6 years from the grant date. Stock options granted prior to 2021 expire 10 years from the date of grant.

The Company's Director Compensation Policy provides non-employee Directors with compensation that includes an annual retainer as well as a grant of share units. The payment of share units is deferred until a Director ceases to serve as a Director and the share units are payable at that time in actual shares of common stock. The Company's Director Compensation Policy also provides that a non-employee Director may elect to receive 50% or 100% of the annual retainer to be paid in each calendar year in the form of common stock based upon the fair market value of the common stock at the time of the annual meeting of shareholders. Each Director must receive a minimum of one-half of their annual retainer in common stock until the Director reaches the Director stock ownership guidelines defined below.

In May 2025, the Human Resources Committee of the Company's Board of Directors approved updated stock ownership guidelines (Ownership Guidelines). The Ownership Guidelines stipulate that all Directors hold five times their annual retainer in shares of common stock, the Chief Executive Officer hold six times his or her base salary in shares of common stock or certain rights to acquire common stock and Senior Management Leaders and other Senior leaders (Senior Executives) hold from one time to three times of their base salary in shares of common stock, or certain rights to acquire common stock, depending on their level. The Directors, the Chief Executive Officer and Senior Executives are only eligible to sell 50% of the net shares that vest for them after January 1, 2025 until they reach their ownership requirement. Restricted stock, RSUs, shares held in 401(k) accounts, deferred stock units and shares of common stock held directly count toward satisfying the guidelines for common stock ownership.

Item 13. Certain Relationships and Related Transactions, and Director Independence

The information to be included in the Company's Proxy Statement under the captions *Certain Transactions* and *Corporate Governance – Director Independence* are incorporated by reference herein.

Item 14. Principal Accountant Fees and Services

The information to be included in the Company's Proxy Statement under the caption *Proposal 4: Ratification of the Selection of Independent Registered Public Accounting Firm – Fees Paid to Ernst & Young LLP* is incorporated by reference herein.

PART IV

Item 15. Exhibits and Financial Statement Schedules

(a) The following documents are filed as part of this Form 10-K:

(1)	Financial Statements under <i>Item 8. Consolidated Financial Statements and Supplementary Data</i>	
	Reports of Independent Registered Public Accounting Firm	58
	Consolidated statements of operations for the years ended December 31, 2025, 2024, and 2023	61
	Consolidated statements of comprehensive income for the years ended December 31, 2025, 2024, and 2023	62
	Consolidated balance sheets at December 31, 2025 and 2024	63
	Consolidated statements of cash flows for the years ended December 31, 2025, 2024, and 2023	65
	Consolidated statements of shareholders' equity for the years ended December 31, 2025, 2024, and 2023	66
	Notes to Consolidated financial statements	67
(2)	Financial Statement Schedule	
	Schedule II – Valuation and qualifying accounts	134
(3)	Exhibits	135

Reference is made to the separate *Index to Exhibits* contained on the following pages filed herewith.

All other schedules are omitted since the required information is not present or is not present in amounts sufficient to require submission of the schedules.

Item 16. Form 10-K Summary

None.

HARLEY-DAVIDSON, INC.
SCHEDULE II - CONSOLIDATED VALUATION AND QUALIFYING ACCOUNTS
Years ended December 31, 2025, 2024 and 2023
(In thousands)

	2025	2024	2023
Accounts receivable - Allowance for doubtful accounts			
Balance, beginning of period	\$ 3,354	\$ 2,082	\$ 2,887
Provision charged to expense	3,245	1,548	46
Reserve adjustments	211	(96)	54
Write-offs, net of recoveries	(1,049)	(180)	(905)
Balance, end of period	<u>\$ 5,761</u>	<u>\$ 3,354</u>	<u>\$ 2,082</u>
Finance receivables - Allowance for credit losses			
Balance, beginning of period	\$ 401,183	\$ 381,966	\$ 358,711
Provision for credit losses	(191,392)	247,225	227,158
Charge-offs, net of recoveries	(132,009)	(228,008)	(203,903)
Sale of residual interests in securitizations	(75,547)	—	—
Balance, end of period	<u>\$ 2,235</u>	<u>\$ 401,183</u>	<u>\$ 381,966</u>
Inventories - Allowance for obsolescence^(a)			
Balance, beginning of period	\$ 84,628	\$ 110,246	\$ 84,587
Provision charged to expense	7,352	19,138	45,093
Reserve adjustments	1,374	(608)	519
Write-offs, net of recoveries	(23,525)	(44,148)	(19,953)
Balance, end of period	<u>\$ 69,829</u>	<u>\$ 84,628</u>	<u>\$ 110,246</u>
Deferred tax assets - Valuation allowance			
Balance, beginning of period	\$ 59,313	\$ 48,516	\$ 40,878
Adjustments	35,267	10,797	7,638
Balance, end of period	<u>\$ 94,580</u>	<u>\$ 59,313</u>	<u>\$ 48,516</u>

(a) Inventory obsolescence reserves deducted from cost determined on first-in, first-out (FIFO) basis, before deductions for last-in, first-out (LIFO) valuation reserves.

Various instruments relating to the Company's long-term debt described in this report need not be filed herewith pursuant to Item 601(b)(4)(iii)(A) of Regulation S-K. The registrant, by signing this report, agrees to furnish the Securities and Exchange Commission, upon its request, with a copy of any such instrument.

* Represents a management contract or compensatory plan, contract or arrangement in which a Director or named executive officer of the Company participated.

INDEX TO EXHIBITS
[Items 15(a)(3) and 15(c)]

Exhibit No.	Description
<u>3.1</u>	Amended and Restated By-Laws of Harley-Davidson, Inc., effective as of September 23, 2025 (incorporated herein by reference to Exhibit 3.1 to the Registrant's Current Report on Form 8-k dated September 29, 2025 (File No. 1-9183))
<u>4.1</u>	5-Year Credit Agreement, dated as of April 6, 2018, among the Company, certain subsidiaries of the Company, the financial institutions parties thereto and JPMorgan Chase Bank, N.A., as among other things, global administrative agent 2020 (incorporated herein by reference to Exhibit 4.3 to the Registrant's Quarterly Report on Form 10-Q for the quarter ended July 1, 2018 (File No. 1-9183))
<u>4.2</u>	Amendment No. 2 to 5-Year Credit Agreement, dated as of April 1, 2020, among the Company, certain subsidiaries of the Company, the financial institutions parties thereto and JPMorgan Chase Bank, N.A., as among other things, global administrative agent, relating to the 5-Year Credit Agreement, dated as of April 6, 2018, among the Company, certain subsidiaries of the Company, the financial institutions parties thereto and JPMorgan Chase Bank, N.A., as among other things, global administrative agent (incorporated herein by reference to Exhibit 4.2 to the Registrant's Quarterly Report on Form 10-Q for the quarter ended March 29, 2020 (File No. 1-9183))
<u>4.3</u>	Officers' Certificate, dated June 8, 2020, pursuant to Sections 102 and 301 of the Indenture, dated March 4, 2011, with the form of 3.350% Medium-Term Notes due 2025 (incorporated herein by reference to Exhibit 4.2 to the Registrant's Quarterly Report on Form 10-Q for the quarter ended June 28, 2020 (File No. 1-9183))
<u>4.4</u>	Officers' Certificate, dated July 28, 2015 establishing the form of 3.500% Senior Notes due 2025 and 4.625% Senior Notes due 2045 (incorporated herein by reference to Exhibit 4.2 to the Registrant's Current Report on Form 8-K dated July 28, 2015 (File No. 1-9183))
<u>4.5</u>	Indenture, dated as of March 4, 2011, among Harley-Davidson Financial Services, Inc., Issuer, Harley-Davidson Credit Corp., Guarantor, and Bank of New York Mellon Trust Company, N.A., Trustee (incorporated herein by reference to Exhibit 4.1 to the Registrant's Current Report on Form 8-K dated March 1, 2011 (File No. 1-9183))
<u>4.6</u>	Indenture, dated July 28, 2015, by and between Harley-Davidson, Inc. and The Bank of New York Mellon Trust Company, N.A., as Trustee. (incorporated herein by reference to Exhibit 4.1 to the Registrant's Current Report on Form 8-K dated July 28, 2015 (File No. 1-9183))
<u>4.7</u>	Description of Registrant's Securities (incorporated herein by reference to Exhibit 4.22 to the Registrant's Annual Report on Form 10-K for the year ended December 31, 2019 (File No. 1-9183))
<u>4.8</u>	Officers' Certificate, dated February 14, 2022, pursuant to Sections 102 and 301 of the Indenture, dated December 18, 2020, with the form of 3.050% Medium-Term Notes due 2027 (incorporated herein by reference to Exhibit 4.1 to the Registrant's Quarterly Report on Form 10-Q for the quarter ended March 27, 2022 (File No. 9183))
<u>4.9</u>	Second Amended and Restated 5-Year Credit Agreement, dated as of April 7, 2022, among the Company, certain subsidiaries of the Company, the financial institutions parties thereto, and JPMorgan Chase Bank, N.A., as among other things, global administrative agent, relating to the 5-year Credit Agreement, dated as of April 1, 2020, among the Company, certain subsidiaries of the Company, the financial institutions parties thereto and JPMorgan Chase Bank, N.A., as among other things, global administrative agent (incorporated herein by reference to Exhibit 4.2 to the Registrant's Quarterly Report on Form 10-Q for the quarter ended March 27, 2022 (File No. 9183))
<u>4.10</u>	Second Amended and 7-Year Restated Credit Agreement, dated as of April 7, 2022, among the Company, certain subsidiaries of the Company, the financial institutions parties thereto, and JPMorgan Chase Bank, N.A., as among other things, global administrative agent, relating to the 7-year Credit Agreement, dated as of April 1, 2020, among the Company, certain subsidiaries of the Company, the financial institutions parties thereto and JPMorgan Chase Bank, N.A., as among other things, global administrative agent (incorporated herein by reference to Exhibit 4.3 to the Registrant's Quarterly Report on Form 10-Q for the quarter ended March 27, 2022 (File No. 1-9183))
<u>4.11</u>	Officers' Certificate, dated March 10, 2023, pursuant to Sections 102 and 301 of the Indenture, dated December 18, 2020, with the form of 6.50% Medium-Term Notes due 2028 (incorporated herein by reference to Exhibit 4.1 to the Registrant's Quarterly Report on Form 10-Q for the quarter ended March 31, 2023 (File No. 1-9183))
<u>4.12</u>	Officers' Certificate, dated April 3, 2023, pursuant to a fiscal agency agreement dated April 5, 2023, with the form of 5.125% Guaranteed Notes due 2026 (incorporated herein by reference to Exhibit 4.2 to the Registrant's Quarterly Report on Form 10-Q for the quarter ended March 31, 2023 (File No. 1-9183))
<u>4.13</u>	Third Amended and Restated 5-Year Credit Agreement, dated as of April 12, 2024, among the Company, certain subsidiaries of the Company, the financial institutions parties thereto, and JP Morgan Chase Bank, N.A., as among other things, global administrative agent, relating to the Second Amended and Restated 5-Year Credit Agreement, dated April 7, 2022, among the Company, certain subsidiaries of the Company, the financial institutions parties thereto and JP Morgan Chase Bank, N.A., as among other things, global administrative agent (incorporated herein by reference to Exhibit 4.1 to the Registrant's Quarterly Report on Form 10-Q for the quarter ended March 31, 2024 (File No. 001-09183))

* Represents a management contract or compensatory plan, contract or arrangement in which a Director or named executive officer of the Company participated.

Certain portions of this exhibit (indicated by "[***]") have been omitted pursuant to Regulation S-K, Item 601(b)(10).

INDEX TO EXHIBITS
[Items 15(a)(3) and 15(c)]

Exhibit No.	Description
<u>4.14</u>	Third Amended and Restated 7-Year Credit Agreement, dated as of April 12, 2024, among the Company, certain subsidiaries of the Company, the financial institutions parties thereto, and JP Morgan Chase Bank, N.A., as, among other things, global administrative agent, relating to the Second Amended and Restated 7-Year Credit Agreement, dated April 7, 2022, among the Company, certain subsidiaries of the Company, the financial institutions parties thereto and JP Morgan Chase Bank, N.A., as among other things, global administrating agent (incorporated herein by reference to Exhibit 4.2 to the Registrant's Quarterly Report on Form 10-Q for the quarter ended March 31, 2024 (File No. 001-09183))
<u>4.15</u>	Officers' Certificate, dated June 11, 2024, pursuant to Sections 2.02 and 3.01 of the Indenture, dated December 18, 2020, with the form of 5.950% Medium-Term Notes due 2029 (incorporated herein by reference to Exhibit 4.1 to the Registrant's Quarterly Report on Form 10-Q for the quarter ended June 30, 2024 (File No. 001-09183))
<u>4.16</u>	Officers' Certificate, dated March 12, 2025, pursuant to a fiscal agency agreement dated March 12, 2025, with the form of 4.000% Guaranteed Notes due 2030 (incorporated herein by reference to Exhibit 4.1 to the Registrant's Quarterly Report on Form 10-Q for the quarter ended March 31, 2025 (File No. 001-09183))
<u>4.17</u>	Term Loan Agreement, dated July 1, 2025 among Harley-Davidson, Inc. as borrower and JPMorgan Chase Bank, N.A. as administrative agent (incorporated herein by reference to Exhibit 4.1 to the Registrant's Quarterly Report on Form 10-Q for the quarter ended June 30, 2025 (File No. 001-09183))
<u>10.1*</u>	Harley-Davidson, Inc. 2009 Incentive Stock Plan (incorporated herein by reference to Appendix A to the Company's definitive proxy statement on Schedule 14A for the Company's Annual Meeting of Shareholders held on April 25, 2009 filed on April 3, 2009 (File No. 1-9183))
<u>10.2*</u>	Form of Notice of Award of Restricted Stock Units and Restricted Stock Unit agreement (Standard) of Harley-Davidson, Inc. under the Harley-Davidson, Inc. 2020 Incentive Stock Plan first approved for use in February 2026
<u>10.3*</u>	Form of Notice of Award of Restricted Stock Units and Restricted Stock Unit Agreement (Standard International) of Harley-Davidson, Inc. under the Harley-Davidson, Inc. 2020 Incentive Stock Plan first approved for use in February 2026
<u>10.4*</u>	Form of Notice of Award of Performance Shares and Performance Shares Agreement (Standard) of Harley-Davidson, Inc. under the Harley-Davidson, Inc. 2020 Incentive Stock Plan first approved for use in February 2026
<u>10.5*</u>	Amended and Restated Harley-Davidson, Inc. 2014 Incentive Stock Plan as amended effective January 25, 2019 (incorporated herein by reference to Exhibit 10.3 to the Registrant's Quarterly Report on Form 10-Q for the quarter ended June 30, 2019 (File No. 1-9183))
<u>10.6*</u>	Form of Notice of Award of Restricted Stock Units and Restricted Stock Unit agreement (Standard) of Harley-Davidson, Inc. under the Harley-Davidson, Inc. 2020 Incentive Stock Plan first approved for use in February 2024 (incorporated herein by reference to Exhibit 10.10 to the Registrant's Annual Report on Form 10-K for the year ended December 31, 2024 (File No. 1-9183))
<u>10.7*</u>	Form of Notice of Award of Restricted Stock Units and Restricted Stock Unit Agreement (Standard International) of Harley-Davidson, Inc. under the Harley-Davidson, Inc. 2020 Incentive Stock Plan first approved for use in February 2024 (incorporated herein by reference to Exhibit 10.11 to the Registrant's Annual Report on Form 10-K for the year ended December 31, 2024 (File No. 1-9183))
<u>10.8*</u>	Form of Notice of Award of Restricted Stock Units and Restricted Stock Unit agreement (Standard) of Harley-Davidson, Inc. under the Harley-Davidson, Inc. 2020 Incentive Stock Plan first approved for use in February 2025 (incorporated herein by reference to Exhibit 10.12 to the Registrant's Annual Report on Form 10-K for the year ended December 31, 2024 (File No. 1-9183))
<u>10.9*</u>	Form of Notice of Award of Restricted Stock Units and Restricted Stock Unit Agreement (Standard International) of Harley-Davidson, Inc. under the Harley-Davidson, Inc. 2020 Incentive Stock Plan first approved for use in February 2025 (incorporated herein by reference to Exhibit 10.13 to the Registrant's Annual Report on Form 10-K for the year ended December 31, 2024 (File No. 1-9183))
<u>10.10*</u>	Form of Notice of Award of Performance Shares and Performance Shares Agreement (Standard) of Harley-Davidson, Inc. under the Harley-Davidson, Inc. 2020 Incentive Stock Plan first approved for use in February 2025 (incorporated herein by reference to Exhibit 10.14 to the Registrant's Annual Report on Form 10-K for the year ended December 31, 2024 (File No. 1-9183))
<u>10.11*</u>	Form of Notice of Award of Performance Shares and Performance Shares Agreement (Standard) of Harley-Davidson, Inc. under the Harley-Davidson, Inc. 2020 Incentive Stock Plan first approved for use in February 2024 (incorporated herein by reference to Exhibit 10.56 to the Registrant's Annual Report on Form 10-K for the year ended December 31, 2024 (File No. 001-09183))
<u>10.12*</u>	Harley-Davidson, Inc. 2020 Incentive Stock Plan (incorporated herein by reference to Appendix A to the Company's definitive proxy statement on Schedule 14A for the Company's Annual Meeting of Shareholders held on May 21, 2020 filed on April 9, 2020 (File No. 1-9183))

* Represents a management contract or compensatory plan, contract or arrangement in which a Director or named executive officer of the Company participated.

Certain portions of this exhibit (indicated by "[***]") have been omitted pursuant to Regulation S-K, Item 601(b)(10).

INDEX TO EXHIBITS
[Items 15(a)(3) and 15(c)]

Exhibit No.	Description
<u>10.13*</u>	Form of Notice of Grant of Stock Options and Option Agreement of Harley-Davidson, Inc. under the Harley-Davidson, Inc. 2020 Incentive Stock Plan to Mr. Zeitz (incorporated herein by reference to Exhibit 10.19 to the Registrant's Annual Report on Form 10-K for the year ended December 31, 2021 (File No. 1-9183))
<u>10.14*</u>	Form of Notice of Award of Restricted Stock Units and Restricted Stock Unit Agreement (Standard), Form of Notice of Award of Restricted Stock Units and Restricted Stock Unit Agreement (Standard International), Form of Notice of Award of Restricted Stock Units and Restricted Stock Unit Agreement (Special), Form of Notice of Award of Restricted Stock Units and Restricted Stock Unit Agreement (Special Retention), Form of Notice of Award of Restricted Stock Units and Restricted Stock Unit Agreement (Special International Retention), Form of Notice of Award of Restricted Stock Units and Restricted Stock Unit Agreement (All-US), and Form of Notice of Award of Restricted Stock Units and Restricted Stock Unit Agreement (All-International) of Harley-Davidson, Inc. under the Harley-Davidson, Inc. 2020 Incentive Stock Plan first approved for use in February 2021 (incorporated herein by reference to Exhibit 10.20 to the Registrant's Annual Report on Form 10-K for the year ended December 31, 2021 (File No. 1-9183))
<u>10.15*</u>	Form of Notice of Award of Performance Shares and Performance Shares Agreement (Standard) of Harley-Davidson, Inc. under the Harley-Davidson, Inc. 2020 Incentive Stock Plan first approved for use in February 2021 (incorporated herein by reference to Exhibit 10.21 to the Registrant's Annual Report on Form 10-K for the year ended December 31, 2021 (File No. 1-9183))
<u>10.16*</u>	Amended and Restated Harley-Davidson, Inc. Director Stock Plan as amended effective May 14, 2025 (incorporated herein by reference to Exhibit 10.13 to the Registrant's Quarterly Report on Form 10-Q for the quarter ended September 30, 2025 (File No. 1-9183))
<u>10.17*</u>	Director Compensation Policy approved September 23, 2025 (incorporated herein by reference from Exhibit 10.12 to the Registrant's Quarterly Report on Form 10-Q for the quarter ended September 30, 2025 (File No. 1-9183))
<u>10.18*</u>	Harley-Davidson Retiree Insurance Allowance Plan, as amended and restated effective January 1, 2016 (incorporated herein by reference to Exhibit 10.44 to the Registrant's Annual Report on Form 10-K for the year ended December 31, 2016 (File No. 1-9183))
<u>10.19*</u>	Harley-Davidson Pension Benefit Restoration Plan as amended and restated effective January 1, 2009 (incorporated herein by reference to Exhibit 10.9 to the Registrant's Annual Report on Form 10-K for the year ended December 31, 2008 (File No. 1-9183))
<u>10.20*</u>	Deferred Compensation Plan for Nonemployee Directors as amended and restated effective January 1, 2009 (incorporated herein by reference to Exhibit 10.14 to the Registrant's Annual Report on Form 10-K for the year ended December 31, 2008 (File No. 1-9183))
<u>10.21*</u>	Harley-Davidson Management Deferred Compensation Plan as amended and restated effective January 1, 2017 (incorporated herein by reference to Exhibit 10.1 to the Registrant's Quarterly Report on Form 10-Q for the quarter ended September 25, 2016 (File No. 1-9183))
<u>10.22*</u>	Amended and Restated Harley-Davidson, Inc. Employee Incentive Plan as amended effective January 1, 2021 (incorporated herein by reference to Exhibit 10.2 to the Registrant's Quarterly Report on Form 10-Q for the quarter ended September 26, 2021 (File No. 1-9183))
<u>10.23*</u>	Executive Severance Plan with amendments through December 3, 2025.
<u>10.24*</u>	Form of Transition Agreement between the Registrant and each of Messrs. Krause, Root, and Koval and Ms. Termaat (incorporated herein by reference to Exhibit 10.1 to the Registrant's Quarterly Report on Form 10-Q for the quarter ended September 27, 2020 (File No. 1-9183))
<u>10.25*</u>	President and Chief Executive Officer letter agreement dated July 30, 2025 (Incorporated herein by reference to Exhibit 10.1 to the Registrant's Current Report on Form 8-K filed August 4, 2025 (File No 1-09183))
<u>10.26</u>	Settlement Agreement, dated March 27, 2020, by and among Harley-Davidson, Inc., and Impala Master Fund Ltd. and Impala Asset Management LLC (incorporated herein by reference to Exhibit 10.1 to the Registrant's Current Report on Form 8-K filed March 30, 2020 (File No. 1-9183))
<u>10.27*</u>	Amended and restated Harley-Davidson, Inc. 2020 Incentive Stock Plan (incorporated herein by reference to Appendix A to the Company's definitive proxy statement on Schedule 14A for the Company's Annual Meeting of Shareholders held on May 12, 2022 filed on April 1, 2022 (File No. 1-9183))
<u>10.28*</u>	Harley-Davidson, Inc. 2022 Aspirational Incentive Stock Plan (incorporated herein by reference to Appendix B to the Company's definitive proxy statement on Schedule 14A for the Company's Annual Meeting of Shareholders held on May 12, 2022 filed on April 1, 2022 (File No. 1-9183))
<u>10.29*</u>	Form of Notice of Award of Performance Shares and Performance Shares Agreement (Aspirational Incentive Stock Plan - Non-CEO Award), Form of Notice of Award of Performance Shares and Performance Shares Agreement (Aspirational Incentive Stock Plan - CEO Award) (incorporated herein by reference to Exhibit 10.1 to the Registrant's Annual Report on Form 10-Q for the quarter ended September 25, 2022 (File No. 1-9183))

* Represents a management contract or compensatory plan, contract or arrangement in which a Director or named executive officer of the Company participated.

Certain portions of this exhibit (indicated by "[***]") have been omitted pursuant to Regulation S-K, Item 601(b)(10).

INDEX TO EXHIBITS
[Items 15(a)(3) and 15(c)]

Exhibit No.	Description
<u>10.30*</u>	Form of Notice of Award of Performance Shares and Performance Shares Agreement (Standard) of Harley-Davidson, Inc. under the Harley-Davidson, Inc. 2020 Incentive Stock Plan first approved for use in February 2023 (incorporated herein by reference to Exhibit 10.41 to the Registrant's Annual Report on Form 10-K for the year ended December 31, 2022 (File No. 1-9183))
<u>10.31*</u>	Form of Notice of Award of Restricted Stock Units and Restricted Stock Unit Agreement (Standard) of Harley-Davidson, Inc. under the Harley-Davidson, Inc. 2020 Incentive Stock Plan first approved for use in February 2023 (incorporated herein by reference to Exhibit 10.42 to the Registrant's Annual Report on Form 10-K for the year ended December 31, 2023 (File No. 001-09183))
<u>10.32*</u>	Form of Notice of Award of Restricted Stock Units and Restricted Stock Unit Agreement (Standard International) of Harley-Davidson, Inc. under the Harley-Davidson, Inc. 2020 Incentive Stock Plan first approved for use in February 2023 (incorporated herein by reference to Exhibit 10.43 to the Registrant's Annual Report on Form 10-K for the year ended December 31, 2022 (File No. 1-9183))
<u>10.33#</u>	Harley-Davidson Motorcycle Trusts Certificate Purchase Agreement, dated July 30, 2025, between Harley-Davidson Credit Corp. and Cavendish LLC (Incorporated by reference to Exhibit 10.1 to the Form 8-K, filed by Harley-Davidson Motorcycle Trust 2025-A on August 5, 2025 (File No. 333-285406)).
<u>10.34#</u>	Harley-Davidson Motorcycle Trusts Certificate Purchase Agreement, dated July 30, 2025, between Harley-Davidson Credit Corp. and KKR Morrow Residuals Purchaser 1 LLC (Incorporated by reference to Exhibit 10.2 on Form 8-K, filed by Harley-Davidson Motorcycle Trust 2025-A on August 5, 2025 (File No. 333-285406)).
<u>10.35#</u>	Harley-Davidson Motorcycle Trusts Certificate Purchase Agreement, dated July 30, 2025, between Harley-Davidson Credit Corp. and KKR Morrow Residuals Purchaser 2 LLC (Incorporated by reference to Exhibit 10.3 on Form 8-K, filed by Harley-Davidson Motorcycle Trust 2025-A on August 5, 2025 (File No. 333-285406)).
<u>10.36#</u>	Back Book Purchase and Sale Agreement, dated July 30, 2025, between Harley-Davidson Credit Corp. and KKR Morrow Trust (incorporated herein by reference to Exhibit 10.4 to the Registrant's Quarterly Report on Form 10-Q for the quarter ended September 30, 2025 (File No. 1-9183))
<u>10.37#</u>	Master Purchase and Sale Agreement, dated July 30, 2025, between Harley-Davidson Credit Corp. and KKR Morrow Trust (incorporated herein by reference to Exhibit 10.5 to the Registrant's Quarterly Report on Form 10-Q for the quarter ended September 30, 2025 (File No. 1-9183))
<u>10.38#</u>	Omnibus Amendment, dated as of August 20, 2025, between Harley-Davidson Credit Corp. and KKR Morrow Trust. (Incorporated herein by reference to Exhibit 2.5 to the Registrant's Current Report on Form 8-K filed November 6, 2025 (File No 001-09183))
<u>10.39#</u>	Subscription Agreement, dated July 30, 2025, between Harley-Davidson Financial Services, Inc. and KKR Morrow OpCo Aggregator LLC (incorporated herein by reference to Exhibit 10.6 to the Registrant's Quarterly Report on Form 10-Q for the quarter ended September 30, 2025 (File No. 1-9183))
<u>10.40#</u>	Servicing Agreement, dated July 30, 2025, between KKR Morrow Trust and Harley-Davidson Credit Corp. (incorporated herein by reference to Exhibit 10.7 to the Registrant's Quarterly Report on Form 10-Q for the quarter ended September 30, 2025 (File No. 1-9183))
<u>10.41#</u>	Second Amendment to Purchase Agreements, and First Amendment to Servicing Agreement, and Waiver with Respect to Back Book Purchase Agreement, dated as of October 30, 2025 between Harley-Davidson Credit Corp. and KKR Morrow Trust (Incorporated herein by reference to Exhibit 2.7 to the Registrant's Current Report on Form 8-K filed November 6, 2025 (File No 001-09183))
<u>10.42#</u>	Stockholders Agreement, between Harley-Davidson Financial Services, Inc, Harley-Davidson, Inc., and KKR Morrow OpCo Aggregator LLC., dated October 31, 2025
<u>10.43#</u>	Back Book Purchase and Sale Agreement, dated July 30, 2025, between Harley-Davidson Credit Corp. and Cavendish LLC (incorporated herein by reference to Exhibit 10.8 to the Registrant's Quarterly Report on Form 10-Q for the quarter ended September 30, 2025 (File No. 1-9183))
<u>10.44#</u>	Master Purchase and Sale Agreement, dated July 30, 2025, between Harley-Davidson Credit Corp. and Cavendish LLC (incorporated herein by reference to Exhibit 10.9 to the Registrant's Quarterly Report on Form 10-Q for the quarter ended September 30, 2025 (File No. 1-9183))
<u>10.45#</u>	Omnibus Amendment, dated as of August 20, 2025, between Harley-Davidson Credit Corp. and Cavendish LLC. (Incorporated herein by reference to Exhibit 2.6 to the Registrant's Current Report on Form 8-K filed November 6, 2025 (File No 001-09183))
<u>10.46#</u>	Second Amendment to Master Purchase and Sale Agreement and Waiver with Respect to Back Book Purchase and Sale Agreement, dated as of October 31, 2025, between Harley-Davidson Credit Corp. and Cavendish LLC (Incorporated herein by reference to Exhibit 2.8 to the Registrant's Current Report on Form 8-K filed November 6, 2025 (File No 001-09183))

* Represents a management contract or compensatory plan, contract or arrangement in which a Director or named executive officer of the Company participated.

Certain portions of this exhibit (indicated by "[***]") have been omitted pursuant to Regulation S-K, Item 601(b)(10).

INDEX TO EXHIBITS
[Items 15(a)(3) and 15(c)]

Exhibit No.	Description
<u>10.47#</u>	Assignment and Assumption Agreement as to Back Book Purchase and Sale Agreement, Dated as of October 31, 2025
<u>10.48#</u>	Subscription Agreement, dated July 30, 2025, between Harley-Davidson Financial Services, Inc. and Cavendish LLC (incorporated herein by reference to Exhibit 10.10 to the Registrant's Quarterly Report on Form 10-Q for the quarter ended September 30, 2025 (File No. 1-9183))
<u>10.49#</u>	Assignment and Assumption Agreement as to Subscription Agreement, dated as of October 31, 2025
<u>10.50#</u>	Servicing Agreement, dated July 30, 2025, between Cavendish LLC and Harley-Davidson Credit Corp. (incorporated herein by reference to Exhibit 10.11 to the Registrant's Quarterly Report on Form 10-Q for the quarter ended September 30, 2025 (File No. 1-9183))
<u>10.51#</u>	Assignment and Assumption Agreement as to Servicing Agreement, dated as of October 31, 2025, by and between Cavendish LLC and HDL Trust, by UMB Bank, National Association
<u>10.52#</u>	Assignment and Assumption Agreement as to Servicing Agreement, dated as of October 31, 2025, by and between Cavendish LLC and Cavendish FF LLC
<u>10.53#</u>	Assignment and Assumption Agreement as to Servicing Agreement, dated as of October 31, 2025, by and between Cavendish FF LLC and HDL FF Trust 1, by UMB Bank, National Association
<u>10.54#</u>	Amended and Restated Servicing Agreement, dated October 31, 2025, between HDL Trust, HDL Funding LLC, and UMB Bank, National Association and Harley-Davidson Credit Corp.
<u>10.55#</u>	Servicing Agreement, dated October 31, 2025, between HDL FF Trust 1, HDL Forward Funding 1, LLC, and UMB Bank, National Association and Harley-Davidson Credit Corp.
<u>10.56#</u>	Stockholders Agreement, dated October 31, 2025, between Harley-Davidson Financial Services, Inc., Harley-Davidson, Inc., and Investors.
<u>10.57</u>	Form of Investment Agreement (incorporated herein by reference to Exhibit 10.2 to the Registrant's Current Report on Form 8-K filed December 15, 2021 (File No. 1-9183))
<u>19</u>	Harley-Davidson, Inc. Insider Trading Policy (incorporated herein by reference to Exhibit 19 to the Registrant's Quarterly Report on Form 10-Q for the quarter ended September 30, 2025 (File No. 1-9183))
<u>21</u>	Harley-Davidson, Inc. Subsidiaries
<u>23</u>	Consent of Independent Registered Public Accounting Firm
<u>31.1</u>	Chief Executive Officer Certification pursuant to Rule 13a-14(a)
<u>31.2</u>	Chief Financial Officer Certification pursuant to Rule 13a-14(a)
<u>32</u>	Written Statement of the Chief Executive Officer and the Chief Financial Officer pursuant to 18 U.S.C. §1350
<u>97</u>	Financial Statement Compensation Recoupment Policy
101.INS	XBRL Instance Document - the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document
101.SCH	XBRL Taxonomy Extension Schema Document
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document
101.LAB	XBRL Taxonomy Extension Label Linkbase Document
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document
104	Cover Page Interactive Data File - formatted in Inline XBRL and contained in Exhibit 101

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized, on February 26, 2026.

HARLEY-DAVIDSON, INC.

By: /s/ Artie Starrs
Artie Starrs
President and Chief Executive Officer

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities indicated on February 26, 2026.

<u>Name</u>	<u>Title</u>
<u>/s/ Artie Starrs</u> Artie Starrs	President and Chief Executive Officer (Principal executive officer)
<u>/s/ Jonathan R. Root</u> Jonathan R. Root	Chief Financial Officer and Chief Commercial Officer (Principal financial officer)
<u>/s/ Bryan A. Beck</u> Bryan A. Beck	Chief Accounting Officer (Principal accounting officer)
<u>/s/ Troy Alstead</u> Troy Alstead	Director and Chair of the Board
<u>/s/ James Duncan Farley, Jr.</u> James Duncan Farley, Jr.	Director
<u>/s/ Lori Flees</u> Lori Flees	Director
<u>/s/ Allan Golston</u> Allan Golston	Director
<u>/s/ Rafeh Masood</u> Rafeh Masood	Director
<u>/s/ Daniel J. Nova</u> Daniel J. Nova	Director
<u>/s/ Matthew J. Reintjes</u> Matthew J. Reintjes	Director
<u>/s/ Maryrose Sylvester</u> Maryrose Sylvester	Director

**Notice of Award of Restricted Stock Units
and Restricted Stock Unit Agreement (Standard)**

Harley-Davidson, Inc.
ID: 39-1805420
3700 West Juneau Avenue
Milwaukee, WI 53208

Restricted Stock Units

Plan:

2020 Incentive Stock Plan

ID: <emp_id>

<first_name> <last_name>

Effective <award_date> (the “Grant Date”), you have been granted Restricted Stock Units with respect to <shares_awarded> shares of Common Stock of Harley-Davidson, Inc. (“HDI”) under HDI's 2020 Incentive Stock Plan (the “Plan”).

Subject to accelerated vesting and forfeiture as described in Exhibit A, a portion of the Restricted Stock Units (Restricted Stock Units with the same scheduled vesting date are referred to as a “Tranche”) shall vest in accordance with the following schedule:

Restricted Stock Units Tranche	Vesting Date
One-third of the Restricted Stock Units (Tranche #1)	The first anniversary of the Grant Date
An additional one-third of the Restricted Stock Units (Tranche #2)	The second anniversary of the Grant Date
The final one-third of the Restricted Stock Units (Tranche #3)	The third anniversary of the Grant Date

If application of the above schedule on the first vesting date or the second vesting date would produce vesting in a fraction of a Restricted Stock Unit, then the number of Restricted Stock Units that become vested on that vesting date shall be rounded down to the next lower whole number of Restricted Stock Units, and the fractional Restricted Stock Unit shall be carried forward into the next Tranche of Restricted Stock Units.

You may not sell, transfer or otherwise convey an interest in or pledge any of your Restricted Stock Units.

The Restricted Stock Units are granted under and governed by the terms and conditions of the Plan and this Restricted Stock Unit Agreement including Exhibit A. Additional provisions regarding your Restricted Stock Units and definitions of capitalized terms used and not defined in this Restricted Stock Unit Agreement can be found in the Plan.

HARLEY-DAVIDSON, INC.

Tori Termaat
Chief Human Resources Officer

Exhibit A to Restricted Stock Unit Agreement

Confidential Information: In consideration of your agreement to the terms of this Restricted Stock Unit Agreement by your acceptance of this Restricted Stock Unit Agreement, the Company promises to disclose to you from time to time confidential and competitively sensitive information concerning, among other things, the Company and its strategies, objectives, performance and business prospects. You may use this information to perform your duties to the Company as well as in determining whether to accept an equity award. You shall not use and/or disclose this information for any purpose prohibited by the Company's policies and guidelines concerning insider trading and/or as otherwise prohibited by this Restricted Stock Unit Agreement.

Certain Definitions: The following definitions apply in this Restricted Stock Unit Agreement:

(1) "Company" or "the Company" means HDI and all of its subsidiaries and affiliates engaged in the development, manufacture, procurement, marketing, financing, or selling of two- or three-wheeled motorcycles; motorcycle parts, accessories, and clothing; or other motorcycle-related or motorcycle brand-identified products or services including financial services.

(2) "Competitive Business" as used in this Restricted Stock Unit Agreement means any person, firm, corporation, or entity of any type other than the Company that: (a) is engaged in developing, making, marketing or selling: (i) two- or three-wheeled motorcycles; (ii) motorcycle parts, motorcycle accessories, and/or motorcycle clothing; or (iii) other motorcycle-related or motorcycle brand-identified products or services; and (b) markets or sells, or is reasonably expected to market or sell, directly or indirectly, such as through a dealer or dealer network, any of these products or services in any Prohibited Territory. Examples of a Competitive Business provided for your convenience and subject to change in an evolving marketplace include, but is not limited to the following: KTM AG; Husqvarna Motorcycles GmbH; Royal Enfield; Erik Buell Racing LLC; Buell Motorcycles; GasGas; Revzilla; JP Cycles; REVER; Comoto Holdings, Inc.; EagleRider; CFMoto; Benelli; Qianjiang Motorcycle; Loncin Holdings; Zongshen; Stark; Piaggio Group; Ducati; Niu Technologies; Kymco; Sanyang Motor; Gogoro; MV AGUSTA Motor S.p.A.; Parts Unlimited; Tucker Rocky Distributing; Polaris Industries, Inc.; Victory Motorcycles; Indian Motorcycle Company; Triumph Motorcycles Ltd.; Honda Racing Corporation; Yamaha Motor Co., Ltd.; Suzuki Motor Corporation; Kawasaki Motorcycle & Engine Company; Zero Motorcycles, Inc.; Brammo, Inc.; BMW Motorrad; Bombardier Recreational Products Inc.; Bajaj Auto Limited; TVS Motor Company Ltd.; The Hero Group, Ltd.; and Ural Motorcycles. Tesla, Inc. would be another example of a Competitive Business if Tesla is engaged in developing, manufacturing, marketing or selling a two- or three-wheeled motorcycle and/or related products or services.

(3) "Confidential Information" means any and all non-public information, ideas, and materials, other than Trade Secrets, in whatever form, tangible or intangible, related to Company's business (including, without limitation, the business of any entity owned by, controlled by, or affiliated with the Company) that provides Company with a competitive business advantage by virtue of the information, idea, or material not being generally known to Company's competitors, Company's customers, and/or the general public. Confidential Information includes, but is not limited to: project files, product designs, drawings, sketches and processes; production characteristics; testing procedures and results thereof; manufacturing methods, processes, techniques and test results; plant layouts, tooling, engineering evaluations and reports; business plans, financial statements and projections; operating forms (including contracts) and procedures; payroll and personnel records; non-public marketing materials, plans and proposals; customer lists and information, and target lists for new clients and information relating to potential clients; software codes and computer programs; training manuals; policy and procedure manuals; raw materials sources, price and cost information; administrative techniques and documents; and information received by the Company under an obligation of confidentiality to a third party. Confidential Information does not include any information, idea, or material (i) that is disclosed to you without confidential or proprietary restriction by a third party who rightfully possesses the information, idea, or material (likewise without confidential or proprietary restriction) prior to or independent of your employment, (ii) that is rightfully in your possession or part of your general knowledge prior to or independent of your employment, or (iii) that is or becomes publicly known or is legitimately in the public domain through lawful means and without breach of this Restricted Stock Unit Agreement by you, or breach of a similar agreement by others.

(4) "Prohibited Territory" shall mean any county or borough within the United States of America, and any comparable administrative and/or political subdivision of a sovereign political entity outside of the United States of America, in or over which you had material responsibilities on behalf of the Company during the last twelve (12) months of your employment with the Company.

(5) "Trade Secrets" means any information, including any data, plan, drawing, specification, pattern, procedure, method, computer data, system, program or design, device, list, tool, or compilation, that relates to the present or planned business of the Company and which: (i) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means to, other persons who can obtain economic value from their disclosure or use; and (ii) is the subject of efforts that are reasonable under the circumstances to maintain their secrecy. To the extent that the foregoing definition is inconsistent with a definition of "trade secret" under applicable law, the latter definition shall control.

(6) Neither Confidential Information nor Trade Secrets include general skills or knowledge or skills that you obtained prior to your employment with the Company.

Confidentiality:

(1) During the time period from the date of this Restricted Stock Unit Agreement through the date that is two years after the last day of your employment with the Company, regardless of whether your termination of employment is voluntary or involuntary or the reason therefor, you shall not use or disclose any Confidential Information except for the benefit of the Company in the course of your employment by the Company and shall not use or disclose any Confidential Information in competition with or to the detriment of the Company, or for your benefit or the benefit of anyone else other than the Company.

(2) During the time period from the date of this Restricted Stock Unit Agreement and for so long thereafter as such information is not generally known to, and not readily ascertainable by proper means to, other persons who can obtain economic value from its disclosure or use, you will maintain all Trade Secrets to which you have received access while employed by the Company as confidential and as the property of the Company. Nothing in this Agreement shall limit Company's remedies with respect to your unauthorized use and/or disclosure of Trade Secrets. You understand and acknowledge that you are hereby being provided notice that under the 2016 Defend Trade Secrets Act (DTSA): (i) No individual will be held criminally or civilly liable under federal or state trade secret law for the disclosure of a trade secret (as defined under the DTSA) that: (1) is made in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and made solely for the purpose of reporting or investigating a suspected violation of law; or (2) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal so that it is not made public; and (ii) An individual who pursues a lawsuit for retaliation by an employer for reporting a suspected violation of the law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal, and does not disclose the trade secret, except as permitted by court order.

(3) Upon termination of your employment with the Company, you will turn over immediately to the Company all Confidential Information and Trade Secrets (including all paper and electronic copies), and you shall retain no copies thereof. You shall attend an exit interview at or around the time of termination and sign a written statement certifying your compliance with the terms of this Restricted Stock Unit Agreement. This Restricted Stock Unit Agreement, including, but not limited to, this confidentiality provision, does not restrict or prevent you from filing a charge or complaint with or from participating in an investigation or proceeding conducted by the EEOC, the National Labor Relations Board, the Securities and Exchange Commission, or any other federal, state, or local agency charged with the enforcement of any laws, including providing documents or other information, or exercising your rights under Section 7 of the NLRA to engage in protected, concerted activity with other employees.

Competitive Employment: During the time period from the date of this Restricted Stock Unit Agreement through the date that is one year after the last day of your employment with the Company, regardless of whether your termination of employment is voluntary or involuntary or the reason therefor, you shall not substantially participate in, supervise, or manage, any activities or services, which are the same as, or

substantially similar in function or purpose to, those you performed for the Company during the last twelve (12) months of your employment, or that are likely to result in the unauthorized use or disclosure of Confidential Information or Trade Secrets, for any Competitive Business in the Prohibited Territory. This restriction applies whether Employee is engaged to substantially participate in, supervise, or manage such activities or services as an employee, independent contractor, or consultant under the terms of any agreement, whether verbal, implied, or written.

No Solicitation of Certain Employees: During the time period from the date of this Restricted Stock Unit Agreement through the date that is two years after the last day of your employment with the Company, regardless of whether the termination of your employment is voluntary or involuntary or the reason therefor, you shall not, directly or indirectly, solicit or induce, or assist in any manner in the solicitation or inducement of any employee of the Company who was subject to your direct supervision or about whom you received any Confidential Information, in either event during any part of the last two years of your employment with the Company, to accept any employment, consulting, contracting or other confidential relationship with a Competitive Business. You understand, acknowledge, and agree that such solicitation will disrupt, damage, impair, and interfere with the Company's business and have a substantial negative impact on the Company's ability to compete.

No Solicitation of Certain Customers: During the time period from the date of this Restricted Stock Unit Agreement through the date that is two years after the last day of your employment with the Company, regardless of whether the termination of your employment is voluntary or involuntary or the reason therefor, you shall not on behalf of or in connection with any Competitive Business, directly or indirectly, solicit or induce, or assist in any manner in the solicitation or inducement of any customer, distributor or dealer of the Company's products or services to terminate its relationship with the Company or to purchase or deal in products or services competitive with the Company's products or services, if you had any material contact with or learned any Confidential Information about the customer, distributor or dealer, in either event through performance of your job duties and responsibilities or through otherwise performing services on behalf of the Company during any part of the last two years of your employment with the Company.

Termination of Employment:

(1) If you cease to be employed by the Company for reasons other than Cause (as defined in the Plan) on or after age fifty-five (55) and if such cessation of employment occurred after the first anniversary of the Grant Date, then, effective immediately prior to the time of cessation of employment, any Restricted Stock Units that were not previously vested will become vested.

(2) Subject to clause (1), if your employment with the Company is terminated for any reason other than death, Disability or Retirement (based solely on clause (ii) of the definition of such term in the Plan, which requires the consent of the Committee), then you will forfeit any Restricted Stock Units that are not vested as of the date your employment is terminated.

(3) Subject to clause (1), if you cease to be employed by the Company by reason of death, Disability or Retirement (based solely on clause (ii) of the definition of such term), then, effective immediately prior to the time of cessation of employment, a portion of the unvested Restricted Stock Units in each Tranche will vest, which portion will be equal to the number of unvested Restricted Stock Units in that Tranche multiplied by a fraction the numerator of which is the number of Months (counting a partial Month as a full Month) from the Grant Date until the date your employment is terminated by reason of death, Disability or Retirement (based solely on clause (ii) of the definition of such term), and the denominator of which is the number of Months from the Grant Date to the anniversary date on which such Tranche would otherwise have become unrestricted if your employment had continued, and you will forfeit the remaining Restricted Stock Units that are not vested. For purposes of this Agreement, a "Month" shall mean the period that begins on the first calendar day after the Grant Date, or the anniversary of the Grant Date that occurs in each calendar month and ends on the anniversary of the Grant Date that occurs in the following calendar month.

Voting Rights and Dividends: You are not entitled to exercise any voting rights with respect to the Shares underlying your Restricted Stock Units. You will be credited with cash amounts equivalent to any dividends and

other distributions paid with respect to the Shares underlying your Restricted Stock Units, so long as the applicable record date occurs before you forfeit such Restricted Stock Units, and such dividend equivalents will remain subject to the same risk of forfeiture and other terms as, and be paid at the time of settlement of, the Restricted Stock Units with respect to which they were credited. If, however, any dividends or distributions with respect to the Shares underlying your Restricted Stock Units are paid in Shares rather than cash, you will be credited with additional Restricted Stock Units equal to the number of shares that you would have received had your Restricted Stock Units been actual Shares, and such Restricted Stock Units will be subject to the same risk of forfeiture and other terms of this Restricted Stock Unit Agreement as are the Restricted Stock Units with respect to which they were credited. Amounts credited to you in the form of additional Restricted Stock Units will be settled (if vested) at the same time as the Restricted Stock Units with respect to which they were credited.

Settlement: Your Restricted Stock Units will be settled at the following times, to the extent then vested, by delivery to you of Shares on a one-for-one basis, with one Share being delivered for each Restricted Stock Unit:

- The Tranche #1 Restricted Stock Units will be settled as soon as practicable, and by no later than 2 ½ months, following the first anniversary of the Grant Date;
- The Tranche #2 Restricted Stock Units will be settled as soon as practicable, and by no later than 2 ½ months, following the second anniversary of the Grant Date; and
- The Tranche #3 Restricted Stock Units will be settled as soon as practicable, and by no later than 2 ½ months, following the third anniversary of the Grant Date;

provided that all then-vested Restricted Stock Units that have not previously been settled will be settled upon your “separation from service” within the meaning of Code Section 409A; provided further that, if you are a “specified employee” within the meaning of Code Section 409A at the time of your separation from service, then, to the extent required to avoid the income inclusion, interest and additional tax imposed by Code Section 409A, settlement of your Restricted Stock Units on account of such separation from service shall be made on the first date that is six (6) months after the date of the separation from service. Cash will be paid in satisfaction of any fractional Restricted Stock Unit settled pursuant to this paragraph.

Issuance of Share Certificates: In lieu of issuing in your name certificate(s) evidencing your Shares, HDI may cause its transfer agent or other agent to reflect on its records your ownership of such Shares.

Tax Withholding: To the extent that your receipt of Restricted Stock Units, the vesting of Restricted Stock Units, your receipt of payments in respect of Restricted Stock Units or the delivery of Shares to you in respect of Restricted Stock Units results in a withholding obligation to the Company with respect to federal, state or local taxes, the Company has the right and authority to deduct or withhold from any compensation it would pay to you (including payments in respect of Restricted Stock Units) an amount, and/or to treat you as having surrendered vested Restricted Stock Units having a value, sufficient to satisfy its withholding obligations. In its discretion, the Company may require you to deliver to the Company or to such other person as the Company may designate at the time the Company is obligated to withhold taxes that arise from such receipt or vesting, as the case may be, such amount as the Company requires to meet its withholding obligation under applicable tax laws or regulations.

When income results from the delivery of Shares to you in respect of Restricted Stock Units, to the extent the Company permits you to do so, you may satisfy the withholding requirement, in whole or in part, by electing to have the Company accept that number of Shares having an aggregate Fair Market Value on the date the tax is to be determined equal to the minimum statutory total tax that the Company must withhold in connection with the delivery of such Shares. If you would be left with a fractional share after satisfying the withholding obligation, the fair market value of that fractional share will be applied to your general federal tax withholding. If the Company does not allow you to elect to have the Company accept Shares, or if you want to keep all of the Shares that will be delivered, you will have to deliver to the Company or to such other person as the Company may designate funds in an amount sufficient to cover the withholding tax obligation on a date advised by the Company. Where you may elect to deliver funds to satisfy the withholding tax obligation, your election to deliver funds must be irrevocable, in writing, and submitted to the Secretary or to such other person as the

Company may designate on or before the date that the Company specifies, which will be before the date of delivery of the Shares, and if you fail to deliver such election then you will be deemed to have elected to have the Company accept Shares as described above.

Rejection/Acceptance: You have ninety (90) days following the Grant Date to accept this Award through your equity account. If you have not accepted this Award within ninety (90) days following the Grant Date, the Restricted Stock Units granted herein shall be automatically forfeited. If you choose to accept this Restricted Stock Unit Agreement, then you accept the terms of this Award and acknowledge these tax implications and agree and consent to all amendments to the Plan through the Grant Date as they apply to this Award and any prior awards to you of any kind under such plans.

**Notice of Award of Restricted Stock Units
and Restricted Stock Unit Agreement**
(Standard International)
 Harley-Davidson, Inc.
 or Subsidiaries

ID: 39-1805420

Restricted Stock Units

Plan:

ID: <emp_id>

<first_name> <last_name>
 2020 Incentive Stock Plan

Effective <award_date> (the "Grant Date"), you have been granted Restricted Stock Units with respect to <shares_awarded> shares of Common Stock of Harley-Davidson, Inc. ("HDI"). This grant is made under HDI's 2020 Incentive Stock Plan (the "Plan").

Subject to accelerated vesting and forfeiture as described in Exhibit A, a portion of the Restricted Stock Units (Restricted Stock Units with the same scheduled vesting date are referred to as a "Tranche") shall become fully unrestricted (or "vest") in accordance with the following schedule:

Restricted Stock Units Tranche	Vesting Date
One-third of the Restricted Stock Units (Tranche #1)	The first anniversary of the Grant Date
An additional one-third of the Restricted Stock Units (Tranche #2)	The second anniversary of the Grant Date
The final one-third of the Restricted Stock Units (Tranche #3)	The third anniversary of the Grant Date

As soon as practicable following the date on which the Restricted Stock Units vest, the Company will make a cash payment to you in your local currency using the spot rate on the vesting date, less applicable withholding, equal to the product obtained by multiplying the Fair Market Value of a share of Common Stock of HDI on the vesting date by the number of Restricted Stock Units that have become vested on such date.

The Restricted Stock Units are granted under and governed by the terms and conditions of the Plan and this Restricted Stock Unit Agreement including Exhibit A. Additional provisions regarding your Restricted Stock Units and definitions of capitalized terms used and not defined in this Restricted Stock Unit Agreement can be found in the Plan. Without limitation, "Committee" means the Human Resources Committee of the Board or its delegate in accordance with the Plan.

HARLEY-DAVIDSON, INC. and Subsidiaries

Tori Termaat

Chief Human Resources Officer

Exhibit A to Restricted Stock Unit Agreement

Confidential Information: In consideration of your agreement to the terms of this Restricted Stock Unit Agreement by your acceptance of this Restricted Stock Unit Agreement, the Company promises to disclose to you from time to time confidential and competitively sensitive information concerning, among other things, the Company and its strategies, objectives, performance and business prospects. You may use this information to perform your duties to the Company as well as in determining whether to accept an equity award. You shall not use and/or disclose this information for any purpose prohibited by the Company's policies and guidelines concerning insider trading and/or as otherwise prohibited by this Restricted Stock Unit Agreement.

Certain Definitions: The following definitions apply in this Restricted Stock Unit Agreement:

(1) "Company" or "the Company" means HDI and all of its subsidiaries and affiliates engaged in the development, manufacture, procurement, marketing, financing, or selling of two- or three-wheeled motorcycles; motorcycle parts, accessories, and clothing; or other motorcycle-related or motorcycle brand-identified products or services including financial services.

(2) "Competitive Business" as used in this Restricted Stock Unit Agreement means any person, firm, corporation, or entity of any type other than the Company that: (a) is engaged in developing, making, marketing or selling: (i) two- or three-wheeled motorcycles; (ii) motorcycle parts, motorcycle accessories, and/or motorcycle clothing; or (iii) other motorcycle-related or motorcycle brand-identified products or services; and (b) markets or sells, or is reasonably expected to market or sell, directly or indirectly, such as through a dealer or dealer network, any of these products or services in any Prohibited Territory. Examples of a Competitive Business provided for your convenience and subject to change in an evolving marketplace include, but is not limited to the following: KTM AG; Husqvarna Motorcycles GmbH; Royal Enfield; Erik Buell Racing LLC; Buell Motorcycles; GasGas; Revzilla; JP Cycles; REVER; Comoto Holdings, Inc.; EagleRider; CFMoto; Benelli; Qianjiang Motorcycle; Loncin Holdings; Zongshen; Stark; Piaggio Group; Ducati; Niu Technologies; Kymco; Sanyang Motor; Gogoro; MV AGUSTA Motor S.p.A.; Parts Unlimited; Tucker Rocky Distributing; Polaris Industries, Inc.; Victory Motorcycles; Indian Motorcycle Company; Triumph Motorcycles Ltd.; Honda Racing Corporation; Yamaha Motor Co., Ltd.; Suzuki Motor Corporation; Kawasaki Motorcycle & Engine Company; Zero Motorcycles, Inc.; Brammo, Inc.; BMW Motorrad; Bombardier Recreational Products Inc.; Bajaj Auto

Limited; TVS Motor Company Ltd.; The Hero Group, Ltd.; and Ural Motorcycles. Tesla, Inc. would be another example of a Competitive Business if Tesla is engaged in developing, manufacturing, marketing or selling a two- or three-wheeled motorcycle and/or related products or services.

(3) "Confidential Information" means any and all non-public information, ideas, and materials, other than Trade Secrets, in whatever form, tangible or intangible, related to Company's business (including, without limitation, the business of any entity owned by, controlled by, or affiliated with the Company) that provides Company with a competitive business advantage by virtue of the information, idea, or material not being generally known to Company's competitors, Company's customers, and/or the general public. Confidential Information includes, but is not limited to: project files, product designs, drawings, sketches and processes; production characteristics; testing procedures and results thereof; manufacturing methods, processes, techniques and test results; plant layouts, tooling, engineering evaluations and reports; business plans, financial statements and projections; operating forms (including contracts) and procedures; payroll and personnel records; non-public marketing materials, plans and proposals; customer lists and information, and target lists for new clients and information relating to potential clients; software codes and computer programs; training manuals; policy and procedure manuals; raw materials sources, price and cost information; administrative techniques and documents; and information received by the Company under an obligation of confidentiality to a third party. Confidential Information does not include any information, idea, or material (i) that is disclosed to you without confidential or proprietary restriction by a third party who rightfully possesses the information, idea, or material (likewise without confidential or proprietary restriction) prior to or independent of your employment, (ii) that is rightfully in your possession or part of your general knowledge prior to or independent of your employment, or (iii) that is or becomes publicly known or is legitimately in the public domain through lawful means and without breach of this Restricted Stock Unit Agreement by you, or breach of a similar agreement by others.

(4) "Prohibited Territory" shall mean any county or borough within the United States of America, and any comparable administrative and/or political subdivision of a sovereign political entity outside of the United States of America, in or over which you had material responsibilities on behalf of the Company during the last twelve (12) months of your employment with the Company.

(5) "Trade Secrets" means any information, including any data, plan, drawing, specification, pattern, procedure, method, computer data, system, program or design, device, list, tool, or compilation, that relates to the present or planned business of the Company and which: (i) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means to, other persons who can obtain economic value from their disclosure or use; and (ii) is the subject of efforts that are reasonable under the circumstances to maintain their secrecy. To the extent that the foregoing definition is inconsistent with a definition of "trade secret" under applicable law, the latter definition shall control.

(6) Neither Confidential Information nor Trade Secrets include general skills or knowledge or skills that you obtained prior to your employment with the Company.

Confidentiality:

(1) During the time period from the date of this Restricted Stock Unit Agreement through the date that is two years after the last day of your employment with the Company, regardless of whether your termination of employment is voluntary or involuntary or the reason therefor, you shall not use or disclose any Confidential Information except for the benefit of the Company in the course of your employment by the Company and shall not use or disclose any Confidential Information in competition with or to the detriment of the Company, or for your benefit or the benefit of anyone else other than the Company.

(2) During the time period from the date of this Restricted Stock Unit Agreement and for so long thereafter as such information is not generally known to, and not readily ascertainable by proper means to, other persons who can obtain economic value from its disclosure or use, you will maintain all Trade Secrets to which you have received access while employed by the Company as confidential and as the property of the Company. Nothing in this Agreement shall limit Company's remedies with respect to your unauthorized use and/or disclosure of Trade Secrets. You understand and acknowledge that you are hereby being provided notice that under the 2016 Defend Trade Secrets Act (DTSA): (i) No individual will be held criminally or civilly liable under federal or

state trade secret law for the disclosure of a trade secret (as defined under the DTSA) that: (1) is made in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and made solely for the purpose of reporting or investigating a suspected violation of law; or (2) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal so that it is not made public; and (ii) An individual who pursues a lawsuit for retaliation by an employer for reporting a suspected violation of the law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal, and does not disclose the trade secret, except as permitted by court order.

(3) Upon termination of your employment with the Company, you will turn over immediately to the Company all Confidential Information and Trade Secrets (including all paper and electronic copies), and you shall retain no copies thereof. You shall attend an exit interview at or around the time of termination and sign a written statement certifying your compliance with the terms of this Restricted Stock Unit Agreement. This Restricted Stock Unit Agreement, including, but not limited to, this confidentiality provision, does not restrict or prevent you from filing a charge or complaint with or from participating in an investigation or proceeding conducted by the EEOC, the National Labor Relations Board, the Securities and Exchange Commission, or any other federal, state, or local agency charged with the enforcement of any laws, including providing documents or other information, or exercising your rights under Section 7 of the NLRA to engage in protected, concerted activity with other employees.

Competitive Employment: During the time period from the date of this Restricted Stock Unit Agreement through the date that is one year after the last day of your employment with the Company, regardless of whether your termination of employment is voluntary or involuntary or the reason therefor, you shall not substantially participate in, supervise, or manage, any activities or services, which are the same as, or substantially similar in function or purpose to, those you performed for the Company during the last twelve (12) months of your employment, or that are likely to result in the unauthorized use or disclosure of Confidential Information or Trade Secrets, for any Competitive Business in the Prohibited Territory. This restriction applies whether Employee is engaged to substantially participate in, supervise, or manage such activities or services as an employee, independent contractor, or consultant under the terms of any agreement, whether verbal, implied, or written.

No Solicitation of Certain Employees: During the time period from the date of this Restricted Stock Unit Agreement through the date that is two years after the last day of your employment with the Company, regardless of whether the termination of your employment is voluntary or involuntary or the reason therefor, you shall not, directly or indirectly, solicit or induce, or assist in any manner in the solicitation or inducement of any employee of the Company who was subject to your direct supervision or about whom you received any Confidential Information, in either event during any part of the last two years of your employment with the Company, to accept any employment, consulting, contracting or other confidential relationship with a Competitive Business. You understand, acknowledge, and agree that such solicitation will disrupt, damage, impair, and interfere with the Company's business and have a substantial negative impact on the Company's ability to compete.

No Solicitation of Certain Customers: During the time period from the date of this Restricted Stock Unit Agreement through the date that is two years after the last day of your employment with the Company, regardless of whether the termination of your employment is voluntary or involuntary or the reason therefor, you shall not on behalf of or in connection with any Competitive Business, directly or indirectly, solicit or induce, or assist in any manner in the solicitation or inducement of any customer, distributor or dealer of the Company's products or services to terminate its relationship with the Company or to purchase or deal in products or services competitive with the Company's products or services, if you had any material contact with or learned any Confidential Information about the customer, distributor or dealer, in either event through performance of your job duties and responsibilities or through otherwise performing services on behalf of the Company during any part of the last two years of your employment with the Company.

Termination of Employment:

(1) If you cease to be employed by the Company for reasons other than Cause (as defined in the Plan) on or after age fifty-five (55) and if such cessation of employment occurred after the first anniversary of the Grant Date, then, effective immediately prior to the time of cessation of employment, any Restricted Stock Units that were not previously vested will become vested.

(2) Subject to clause (1), if your employment with the Company is terminated for any reason other than death, Disability or Retirement (based solely on clause (ii) of the definition of such term in the Plan, which requires the consent of the Committee), then you will forfeit any Restricted Stock Units that are not vested as of the date your employment is terminated.

(3) Subject to clause (1), if you cease to be employed by the Company by reason of death, Disability or Retirement (based solely on clause (ii) of the definition of such term), then, effective immediately prior to the time of cessation of employment, a portion of the unvested Restricted Stock Units in each Tranche will vest, which portion will be equal to the number of unvested Restricted Stock Units in that Tranche multiplied by a fraction the numerator of which is the number of Months (counting a partial Month as a full Month) from the Grant Date until the date your employment is terminated by reason of death, Disability or Retirement (based solely on clause (ii) of the definition of such term), and the denominator of which is the number of Months from the Grant Date to the anniversary date on which such Tranche would otherwise have become unrestricted if your employment had continued, and you will forfeit the remaining Restricted Stock Units that are not vested. For purposes of this Agreement, a "Month" shall mean the period that begins on the first calendar day after the Grant Date, or the anniversary of the Grant Date that occurs in each calendar month, and ends on the anniversary of the Grant Date that occurs in the following calendar month.

Voting Rights and Dividends: You are not entitled to exercise any voting rights with respect to the Common Stock of HDI underlying your Restricted Stock Units. You will be credited with a cash amounts equivalent to any dividends and other distributions paid with respect to the Common Stock of HDI underlying your Restricted Stock Units (reduced for any tax withholding due), so long as the applicable record date occurs before you forfeit such Restricted Stock Units, and such dividend equivalents will remain subject to the same risk of forfeiture and other terms as the Restricted Stock Units with respect to which they were credited. If, however, any dividends or distributions with respect to the Common Stock of HDI underlying your Restricted Stock Units are paid in Shares rather than cash, you will be credited with additional Restricted Stock Units equal to the number of shares that you would have received had your Restricted Stock Units been actual Shares, and such Restricted Stock Units will be subject to the same risk of forfeiture and other terms of this Restricted Stock Unit Agreement as are the Restricted Stock Units that are granted contemporaneously with this Restricted Stock Unit Agreement. Any amounts due to you under this provision shall be paid to you, in cash in your local currency (using the spot rate then in effect), at the same time as payment is made in respect of the Restricted Stock Units with respect to which the dividend equivalents relate.

Tax Withholding: To the extent that your receipt of Restricted Stock Units, the vesting of Restricted Stock Units or your receipt of payments in respect of Restricted Stock Units results in income to you for federal or local taxes, the Company has the right and authority to deduct or withhold from any compensation it would pay to you (including payments in respect of Restricted Stock Units) an amount, and/or to treat you as having surrendered vested Restricted Stock Units having a value, sufficient to satisfy its withholding obligations. In its discretion, the Company may require you to deliver to the Company or to such other person as the Company may designate at the time the Company is obligated to withhold taxes that arise from such receipt or vesting, as the case may be, such amount as the Company requires to meet its withholding obligation under applicable tax laws or regulations.

Rejection/Acceptance: You have ninety (90) days following the Grant Date to accept this Award through your Fidelity account. If you have not accepted this Award within ninety (90) days following the Grant Date, the Restricted Stock Units granted herein shall be automatically forfeited. If you choose to accept this Restricted Stock Unit Agreement, then you accept the terms of this Award, acknowledge these tax implications and agree and consent to all amendments to the Plan, the Harley-Davidson, Inc. 2009 Incentive Stock Plan and the Harley-Davidson, Inc. 2014 Incentive Stock Plan through the Grant Date as they apply to this Award and any prior awards to you of any kind under such plans.

**Notice of Award of Performance Shares
and Performance Shares Agreement (Standard)**

Harley-Davidson, Inc.
ID: 39-1805420
3700 West Juneau Avenue
Milwaukee, WI 53208

Performance Shares

Plan:

ID: <emp_id>

<first_name> <last_name>
2020 Incentive Stock Plan

Effective <award_date> (the "Grant Date"), you have been granted <shares_awarded> Performance Shares (the "Target Performance Shares") with respect to shares of Common Stock of Harley-Davidson, Inc. ("HDI") under HDI's 2020 Incentive Stock Plan (the "Plan").

The number of Performance Shares you earn will be based on HDI's average achievement of performance goals for the three-year performance period of fiscal years 2025-2027 (the "Performance Period"), modified by HDI's relative total shareholder return ("TSR") performance compared to a predetermined peer group, measured over the Performance Period, as described below.

Performance Goals. The performance goals for the Performance Period and their respective weightings will be approved by the Human Resources Committee (the "Committee") of HDI's Board of Directors and will be communicated to you by the end of the first quarter of the Performance Period. The level of performance will be expressed as a percentage of target from 0% to 200%. Following the end of the Performance Period, the level of performance determined by the Committee for Performance Period will yield the score applicable to the Performance Shares (the "Score").

TSR Modifier. The Score will be modified by HDI's relative TSR during the Performance Period as follows:

- The Committee will approve a peer group of companies against which HDI's TSR will be measured during the course of the Performance Period. The Committee will determine in its sole and absolute discretion how to address any changes in the peer group of companies that occur during the Performance Period.
- The Committee will assign to each potential TSR ranking a TSR modifier, expressed as a percentage ranging from -15% for the lowest ranking to +15% for the highest ranking.

- Following the end of the Performance Period, the Committee will determine HDI's TSR ranking for the Performance Period relative to the TSRs of each company in the peer group of companies for the Performance Period.
- The calculation of TSR for HDI and each company in the peer group of companies shall in each case reflect the average of the closing stock prices of the stock in question over the ten consecutive trading days preceding the beginning of the performance period and the last ten consecutive trading days of the performance period.
- HDI's TSR ranking will determine the actual TSR modifier percentage applicable to the Award.
- That percentage will be applied to the Score to yield a modified Score (the "Modified Score").

The number of Performance Shares earned will be equal to the product of the Target Performance Shares multiplied by the Modified Score, provided that the maximum number of Performance Shares earned cannot exceed 200% of the Target Performance Shares.

Any Performance Shares that are earned based on performance will be earned on the date that the Committee determines the achievement of the applicable level of performance following the Performance Period. Any Performance Shares that are not earned on such date shall be forfeited.

You may not sell, transfer or otherwise convey an interest in or pledge any of your Performance Shares.

The Performance Shares are granted under and governed by the terms and conditions of the Plan and this Performance Shares Agreement including Exhibit A. Additional provisions regarding your Performance Shares and definitions of capitalized terms used and not defined in this Performance Shares Agreement can be found in the Plan.

HARLEY-DAVIDSON, INC.

Tori Termaat
Chief Human Resources Officer

Exhibit A to Performance Shares Agreement

Confidential Information: In consideration of your agreement to the terms of this Performance Share Agreement by your acceptance of this Performance Share Agreement, the Company promises to disclose to you from time to time confidential and competitively sensitive information concerning, among other things, the Company and its strategies, objectives, performance and business prospects. You may use this information to perform your duties to the Company as well as in determining whether to accept an equity award. You shall not use and/or disclose this information for any purpose prohibited by the Company's policies and guidelines concerning insider trading and/or as otherwise prohibited by this Performance Share Agreement.

Certain Definitions: The following definitions apply in this Performance Share Agreement:

(1) "Company" or "the Company" means HDI and all of its subsidiaries and affiliates engaged in the development, manufacture, procurement, marketing, financing, or selling of two- or three-wheeled motorcycles; motorcycle parts, accessories, and clothing; or other motorcycle-related or motorcycle brand-identified products or services including financial services.

(2) "Competitive Business" as used in this Performance Share Agreement means any person, firm, corporation, or entity of any type other than the Company that: (a) is engaged in developing, making, marketing or selling: (i) two- or three-wheeled motorcycles; (ii) motorcycle parts, motorcycle accessories, and/or motorcycle clothing; or (iii) other motorcycle-related or motorcycle brand-identified products or services; and (b) markets or sells, or is reasonably expected to market or sell, directly or indirectly, such as through a dealer or dealer network, any of these products or services in any Prohibited Territory. Examples of a Competitive Business provided for your convenience and subject to change in an evolving marketplace include, but is not limited to the following: KTM AG; Husqvarna Motorcycles GmbH; Royal Enfield; Erik Buell Racing LLC; Buell Motorcycles; GasGas; Revzilla; JP Cycles; REVER; Comoto Holdings, Inc.; EagleRider; CFMoto; Benelli; Qianjiang Motorcycle; Loncin Holdings; Zongshen; Stark; Piaggio Group; Ducati; Niu Technologies; Kymco; Sanyang Motor; Gogoro; MV AGUSTA Motor S.p.A.; Parts Unlimited; Tucker Rocky Distributing; Polaris Industries, Inc.; Victory Motorcycles; Indian Motorcycle Company; Triumph Motorcycles Ltd.; Honda Racing Corporation; Yamaha Motor Co., Ltd.; Suzuki Motor Corporation; Kawasaki Motorcycle & Engine Company; Zero Motorcycles, Inc.; Brammo, Inc.; BMW Motorrad; Bombardier Recreational Products Inc.; Bajaj Auto Limited; TVS Motor Company Ltd.; The Hero Group, Ltd.; and Ural Motorcycles. Tesla, Inc. would be another example of a Competitive Business if Tesla is engaged in developing, manufacturing, marketing or selling a two- or three-wheeled motorcycle and/or related products or services.

(3) "Confidential Information" means any and all non-public information, ideas, and materials, other than Trade Secrets, in whatever form, tangible or intangible, related to Company's business (including, without limitation, the business of any entity owned by, controlled by, or affiliated with the Company) that provides Company with a competitive business advantage by virtue of the information, idea, or material not being generally known to Company's competitors, Company's customers, and/or the general public. Confidential Information includes, but is not limited to: project files, product designs, drawings, sketches and processes; production characteristics; testing procedures and results thereof; manufacturing methods, processes, techniques and test results; plant layouts, tooling, engineering evaluations and reports; business plans, financial statements and projections; operating forms (including contracts) and procedures; payroll and personnel records; non-public marketing materials, plans and proposals; customer lists and information, and target lists for new clients and information relating to potential clients; software codes and computer programs; training manuals; policy and procedure manuals; raw materials sources, price and cost information; administrative techniques and documents; and information received by the Company under an obligation of confidentiality to a third party. Confidential Information does not include any information, idea, or material (i) that is disclosed to you without confidential or proprietary restriction by a third party who rightfully possesses the information, idea, or material (likewise without confidential or proprietary restriction) prior to or independent of your employment, (ii) that is rightfully in your possession or part of your general knowledge prior to or independent of your employment, or (iii) that is or becomes publicly known or is legitimately in the public domain through lawful means and without breach of this Performance Share Agreement by you, or breach of a similar agreement by others.

(4) "Prohibited Territory" shall mean any county or borough within the United States of America, and any comparable administrative and/or political subdivision of a sovereign political entity outside of the United States of America, in or over which you had material responsibilities on behalf of the Company during the last twelve (12) months of your employment with the Company.

(5) "Trade Secrets" means any information, including any data, plan, drawing, specification, pattern, procedure, method, computer data, system, program or design, device, list, tool, or compilation, that relates to the present or planned business of the Company and which: (i) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means to, other persons who can obtain economic value from their disclosure or use; and (ii) is the subject of efforts that are reasonable under the circumstances to maintain their secrecy. To the extent that the foregoing definition is inconsistent with a definition of "trade secret" under applicable law, the latter definition shall control.

(6) Neither Confidential Information nor Trade Secrets include general skills or knowledge or skills that you obtained prior to your employment with the Company.

Confidentiality:

(1) During the time period from the date of this Performance Share Agreement through the date that is two years after the last day of your employment with the Company, regardless of whether your termination of employment is voluntary or involuntary or the reason therefor, you shall not use or disclose any Confidential Information except for the benefit of the Company in the course of your employment by the Company and shall not use or disclose any Confidential Information in competition with or to the detriment of the Company, or for your benefit or the benefit of anyone else other than the Company.

(2) During the time period from the date of this Performance Share Agreement and for so long thereafter as such information is not generally known to, and not readily ascertainable by proper means to, other persons who can obtain economic value from its disclosure or use, you will maintain all Trade Secrets to which you have received access while employed by the Company as confidential and as the property of the Company. Nothing in this Agreement shall limit Company's remedies with respect to your unauthorized use and/or disclosure of Trade Secrets. You understand and acknowledge that you are hereby being provided notice that under the 2016 Defend Trade Secrets Act (DTSA): (i) No individual will be held criminally or civilly liable under federal or state trade secret law for the disclosure of a trade secret (as defined under the DTSA) that: (1) is made in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and made solely for the purpose of reporting or investigating a suspected violation of law; or (2) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal so that it is not made public; and (ii) An individual who pursues a lawsuit for retaliation by an employer for reporting a suspected violation of the law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal, and does not disclose the trade secret, except as permitted by court order.

(3) Upon termination of your employment with the Company, you will turn over immediately to the Company all Confidential Information and Trade Secrets (including all paper and electronic copies), and you shall retain no copies thereof. You shall attend an exit interview at or around the time of termination and sign a written statement certifying your compliance with the terms of this Performance Share Agreement. This Performance Share Agreement, including, but not limited to, this confidentiality provision, does not restrict or prevent you from filing a charge or complaint with or from participating in an investigation or proceeding conducted by the EEOC, the National Labor Relations Board, the Securities and Exchange Commission, or any other federal, state, or local agency charged with the enforcement of any laws, including providing documents or other information, or exercising your rights under Section 7 of the NLRA to engage in protected, concerted activity with other employees.

Competitive Employment: During the time period from the date of this Performance Share Agreement through the date that is one year after the last day of your employment with the Company, regardless of whether your termination of employment is voluntary or involuntary or the reason therefor, you shall not substantially participate in, supervise, or manage, any activities or services, which are the same as, or

substantially similar in function or purpose to, those you performed for the Company during the last twelve (12) months of your employment, or that are likely to result in the unauthorized use or disclosure of Confidential Information or Trade Secrets, for any Competitive Business in the Prohibited Territory. This restriction applies whether Employee is engaged to substantially participate in, supervise, or manage such activities or services as an employee, independent contractor, or consultant under the terms of any agreement, whether verbal, implied, or written.

No Solicitation of Certain Employees: During the time period from the date of this Performance Share Agreement through the date that is two years after the last day of your employment with the Company, regardless of whether the termination of your employment is voluntary or involuntary or the reason therefor, you shall not, directly or indirectly, solicit or induce, or assist in any manner in the solicitation or inducement of any employee of the Company who was subject to your direct supervision or about whom you received any Confidential Information, in either event during any part of the last two years of your employment with the Company, to accept any employment, consulting, contracting or other confidential relationship with a Competitive Business. You understand, acknowledge, and agree that such solicitation will disrupt, damage, impair, and interfere with the Company's business and have a substantial negative impact on the Company's ability to compete.

No Solicitation of Certain Customers: During the time period from the date of this Performance Share Agreement through the date that is two years after the last day of your employment with the Company, regardless of whether the termination of your employment is voluntary or involuntary or the reason therefor, you shall not on behalf of or in connection with any Competitive Business, directly or indirectly, solicit or induce, or assist in any manner in the solicitation or inducement of any customer, distributor or dealer of the Company's products or services to terminate its relationship with the Company or to purchase or deal in products or services competitive with the Company's products or services, if you had any material contact with or learned any Confidential Information about the customer, distributor or dealer, in either event through performance of your job duties and responsibilities or through otherwise performing services on behalf of the Company during any part of the last two years of your employment with the Company.

Termination of Employment:

(1) If your employment with the Company is terminated prior to the third December 31 following the Grant Date for any reason other than death, Disability or Retirement (based on clause (ii) of the definition of such term in the Plan, which requires the consent of the Committee, or, if such termination occurred after the first anniversary of the Grant Date, based on clause (i) of the definition of such term in the Plan), then you will forfeit any Performance Shares as of the date your employment is terminated.

(2) If you cease to be employed by the Company prior to the third December 31 following the Grant Date by reason of death, Disability or Retirement (based on clause (ii) of the definition of such term in the Plan, or, if such termination occurred after the first anniversary of the Grant Date, based on clause (i) of the definition of such term in the Plan), then you will receive a portion of the number of Performance Shares that you would have received had you not ceased to be employed by the Company, which portion will be equal to such number of Performance Shares multiplied by a fraction the numerator of which is the number of Months (counting a partial Month as a full Month) from the Grant Date until the date your employment is terminated by reason of death, Disability or Retirement (based on clause (ii) of the definition of such term in the Plan, or, if such termination occurred after the first anniversary of the Grant Date, based on clause (i) of the definition of such term in the Plan), and the denominator of which is the number of Months from the Grant Date to the third December 31 following the Grant Date, and you will forfeit any remaining Performance Shares. For purposes of this Agreement, a "Month" shall mean the period that begins on the first calendar day after the Grant Date or the applicable anniversary of the Grant Date that occurs in each calendar month, and ends on the anniversary of the Grant Date that occurs in the following calendar month.

Voting Rights and Dividends: You are not entitled to exercise any voting rights with respect to the Shares underlying your Performance Shares. You will not receive cash payments relating to any dividends and other distributions paid with respect to the Shares underlying your Performance Shares at the time of the payment

date of the dividend or other distribution. If, however, any dividends or distributions with respect to the Shares underlying your Performance Shares are paid in Shares rather than cash, you will be credited with additional Performance Shares equal to the number of shares that you would have received had your Performance Shares been actual Shares, and such Performance Shares will be subject to the same risk of forfeiture and other terms of this Performance Shares Agreement as are the Performance Shares with respect to which they were credited. Amounts credited to you in the form of additional Performance Shares will be settled (if vested) at the same time as the Performance Shares with respect to which they were credited. Further, at the time Performance Shares are settled, you will receive a dividend equivalent cash payment in respect of any dividends and other distributions paid in cash with respect to Shares for which the record date is on or after the Grant Date and before the settlement date which payment will be in an amount equal to the product of the number of Shares payable to you on settlement of your Performance Shares and the total amount of dividends and other distributions paid in cash with respect to a Share during such period.

Settlement: Your Performance Shares will be settled by delivery to you of Shares on a one-for-one basis, with one Share being delivered for each Performance Share that you earn. The Performance Shares will be settled (and any dividend equivalent cash payment will be paid to you) as soon as practicable following the third December 31 following the Grant Date and no later than March 15 of the third year after the year in which the Grant Date occurs. Cash will be paid in satisfaction of any fractional Performance Share settled pursuant to this paragraph.

Issuance of Share Certificates: In lieu of issuing in your name certificate(s) evidencing your Shares, HDI may cause its transfer agent or other agent to reflect on its records your ownership of such Shares.

Tax Withholding: To the extent that your receipt of Performance Shares, the vesting of Performance Shares, your receipt of payments in respect of Performance Shares or the delivery of Shares to you in respect of Performance Shares results in a withholding obligation to the Company with respect to federal, state or local taxes, the Company has the right and authority to deduct or withhold from any compensation it would pay to you (including payments in respect of Performance Shares) an amount, and/or to treat you as having surrendered vested Performance Shares having a value, sufficient to satisfy its withholding obligations. In its discretion, the Company may require you to deliver to the Company or to such other person as the Company may designate at the time the Company is obligated to withhold taxes that arise from such receipt or vesting, as the case may be, such amount as the Company requires to meet its withholding obligation under applicable tax laws or regulations.

When income results from the delivery of Shares to you in respect of Performance Shares, to the extent the Company permits you to do so, you may satisfy the withholding requirement, in whole or in part, by electing to have the Company accept that number of Shares having an aggregate Fair Market Value on the date the tax is to be determined equal to the minimum statutory total tax that the Company must withhold in connection with the delivery of such Shares. If you would be left with a fractional share after satisfying the withholding obligation, the fair market value of that fractional share will be applied to your general federal tax withholding. If the Company does not allow you to elect to have the Company accept Shares, or if you want to keep all of the Shares that will be delivered, you will have to deliver to the Company or to such other person as the Company may designate funds in an amount sufficient to cover the withholding tax obligation on a date advised by the Company. Where you may elect to deliver funds to satisfy the withholding tax obligation, your election to deliver funds must be irrevocable, in writing, and submitted to the Secretary or to such other person as the Company may designate on or before the date that the Company specifies, which will be before the date of delivery of the Shares, and if you fail to deliver such election then you will be deemed to have elected to have the Company accept Shares as described above.

Rejection/Acceptance: You have ninety (90) days following the Grant Date to accept this Award through your equity account. If you have not accepted this Award within ninety (90) days following the Grant Date, the Performance Shares granted herein shall be automatically forfeited. If you choose to accept this Performance Shares Agreement, then you accept the terms of this Award, acknowledge these tax implications and agree and consent to all amendments to the Plan, the Harley-Davidson, Inc. 2009 Incentive Stock Plan and the Harley-Davidson, Inc. 2014 Incentive Stock Plan through the Grant Date as they apply to this Award and any prior awards to you of any kind under such plans.

4885-4700-5963.2

HARLEY-DAVIDSON, INC.
EXECUTIVE SEVERANCE PLAN

(With Amendments Through December 3, 2025)

1. Establishment of Plan. Harley-Davidson, Inc. has established the Harley-Davidson, Inc. Executive Severance Plan to provide financial assistance through severance payments and other benefits to Executives whose employment with the HDI Group is terminated in a Covered Termination. This Plan is generally effective as of September 1, 2013; provided that the Plan shall become effective with respect to an Executive who on September 1, 2013 is covered under an executed Severance Benefits Agreement only if the Executive, prior to January 1, 2014 (or such later date authorized by the Plan Administrator), has agreed, in a form and in substance acceptable to the Company, to cancellation of his or her Severance Benefits Agreement.

2. Definitions. As used in this Plan, the following terms shall have the respective meanings set forth below, and, when the meaning is intended, the initial letter of the word is capitalized.

(a) “Cause” means:

(i) The conviction of Executive of a felony or a crime involving moral turpitude, theft or fraud;
or

(ii) Executive’s refusal to perform duties as directed in good faith by Executive’s supervisor, which failure is not cured within ten (10) days after written notice thereof from the HDI Group to Executive; or

(iii) Executive’s engaging in sexual harassment or any act involving theft or fraud with respect to an HDI Group Employer, as determined by the Chief Executive Officer of the Company; or

(iv) Executive’s reckless conduct or willful misconduct which results in substantial harm (in relation to Executive’s annual compensation), as determined by the Chief Executive Officer of the Company, whether financial, reputational or otherwise, to the HDI Group.

(b) “COBRA” means the provisions regarding healthcare continuation coverage set forth in Section 601 *et seq.* of ERISA and Code Section 4980B.

(c) “Code” means the Internal Revenue Code of 1986 and the rulings and regulations promulgated pursuant thereto, all as amended and in effect from time to time.

- (d) “Committee” means the Human Resources Committee of the Board of Directors of the Company.
- (e) “Company” means Harley-Davidson, Inc., a Wisconsin Company, or any successor thereto.
- (f) “Covered Termination” means the involuntary termination of an Executive’s employment with the HDI Group other than (i) for Cause, or (ii) as a result of the death or Disability of the Executive. Notwithstanding the foregoing, the transfer of an Executive’s employment within the HDI Group shall not be a Covered Termination.
- (g) “Date of Termination” means the date an Executive’s employment with the HDI Group terminates in a Covered Termination.
- (h) “Disability” has the meaning ascribed under the long-term disability insurance policy then provided or made available to the Executive by or through the HDI Group. If there is no such policy or such term is not defined therein, then “Disability” shall mean the Executive’s incapacity due to physical or mental illness causing the Executive to be absent from the full-time performance of his or her duties with the HDI Group Employer for at least sixty (60) consecutive days.
- (i) “ERISA” means the Employee Retirement Income Security Act of 1974 and the rulings and regulations promulgated pursuant thereto, all as amended and in effect from time to time.
- (j) “Executive” means a person who, on such person’s Date of Termination, is classified by any member of the HDI Group as a common-law employee assigned to the organizational level of SM-H or Executive Band (or any successor to such organizational levels).
- (k) “HDI Group” means the Company and its direct or indirect subsidiaries; provided that for purposes of Section 2(p), the term “HDI Group” means the Company and each other corporation, trade or business that, with the Company, constitutes a controlled group of corporations or group of trades or businesses under common control within the meaning of Code Sections 414(b) or (c), applied by substituting “at least 50 percent” for “at least 80 percent” each place it appears.
- (l) “HDI Group Employer” means the member of the HDI Group that employed the Executive immediately prior to the Covered Termination.
- (m) “Monthly Base Salary” means the amount of the Executive’s average monthly base salary during either (i) if Executive has been employed by the HDI Group for twelve (12) or more consecutive months immediately prior to the Executive’s Date of Termination, the twelve (12) consecutive months immediately prior to the Executive’s Date of Termination, or (ii) if the Executive has been employed by the HDI Group for less

than twelve (12) consecutive months immediately prior to the Executive's Date of Termination, the consecutive months of Executive's employment with HDI Group immediately prior to the Date of Termination.

(n) "Plan" means the Harley-Davidson, Inc. Executive Severance Plan, as set forth in this document, together with any amendments that may be adopted from time to time.

(o) "Plan Administrator" means the Committee or the Company with respect to the matters delegated to the Company pursuant to Section 8 of the Plan.

(p) "Separation from Service" means the date on which an Executive separates from service (within the meaning of Code Section 409A) from the HDI Group. A Separation from Service occurs when the HDI Group and the Executive reasonably anticipate that no further services will be performed by the Executive for the HDI Group after that date or that the level of *bona fide* services the Executive will perform after such date as an employee of the HDI Group will permanently decrease to no more than 20% of the average level of bona fide services performed by the Executive (whether as an employee or independent contractor) for the HDI Group over the immediately preceding thirty-six (36) month period (or, if the Executive has not provided services for the HDI Group for the entirety of the immediately preceding thirty-six (36) month period, over such lesser period during which the Executive actually provided services). An Executive is not considered to have incurred a Separation from Service if the Executive is absent from active employment due to military leave, sick leave or other bona fide reason if the period of such leave does not exceed the greater of (i) six (6) months, or (ii) the period during which the Executive's right to reemployment by the HDI Group is provided either by statute or by contract; provided that if the leave of absence is due to a medically determinable physical or mental impairment that can be expected to result in death or last for a continuous period of not less than six (6) months, where such impairment causes the Executive to be unable to perform the duties of his or her position of employment or any substantially similar position of employment, the maximum leave period under clause (i) may be extended by up to twenty-three (23) additional months without causing the Executive to have incurred a Separation from Service.

(q) "Severance Benefits" means the Severance Payment and any other benefit payable or that may be provided pursuant to this Plan.

(r) "Severance Payment" means the cash payment(s) made to an Executive pursuant to Section 4(a) of this Plan.

(s) "Stock Plans" means the Harley-Davidson, Inc. 2020 Incentive Stock Plan, the Harley-Davidson, Inc. 2014 Incentive Stock Plan, the Harley-Davidson, Inc. 2009 Incentive Stock Plan, the Harley-Davidson, Inc. 2004 Incentive Stock Plan, the Harley-Davidson, Inc. 1995 Stock Option Plan, and any other existing or future plans for the

issuance of stock options, stock appreciation rights, restricted stock, restricted stock units, performance shares or similar equity-based awards.

3. Eligibility for Severance Benefits.

(a) Core Eligibility Conditions. An Executive shall be entitled to Severance Benefits if each of the following conditions is satisfied:

(i) The Executive incurs a Covered Termination;

(ii) The Executive, on his or her Date of Termination, is classified by any member of the HDI Group as a common-law employee assigned to the organizational level of Senior Leader or above (or any successor to such organizational levels);

(iii) During the twenty-one (21) day period following the Executive's Date of Termination, or within such longer period required by law as a condition of the Executive providing a valid release and waiver of age discrimination claims (collectively, the "Release Period"), the Executive executes (and does not revoke during any permitted revocation period) a release and waiver, in a form and in substance acceptable to the Company, of any and all claims that the Executive has or may have against the HDI Group (and its past or present executives, directors, officers, employees, successors, executors, assigns or representatives) arising out of the Executive's employment or termination of employment (the "Claims"), including, but not limited to any and all claims arising out of contract (written, oral, or implied in laws or in fact), tort (including negligent and intentional acts), or state, federal or local laws (including discrimination on any basis whatsoever);

(iv) The Executive executes (or, in the case of an agreement or agreements that the Executive previously executed, reaffirms), in a form and in substance acceptable to the Company, certain agreements which may include but are not limited to a confidentiality agreement, a non-disparagement agreement, a cooperation agreement, an agreement regarding non-solicitation of other employees, and a non-compete agreement in favor of the HDI Group; and

(v) The Executive is not entitled to severance, termination or similar benefits pursuant to the terms of an individual agreement in effect between the Executive and any member of the HDI Group.

(b) On-Going Eligibility Requirements. If the Executive satisfies the core eligibility requirements in Section 3(a) but subsequently takes any action that the Company reasonably determines violates the terms of one or more of the agreements specified in Section 3(a)(iv), the HDI Group, in its sole discretion, may discontinue any Severance Benefits, in addition to whatever other remedies may be available to the HDI Group with respect to breach of one or more of the agreements.

4. Severance Benefits. An Executive who is entitled to Severance Benefits in accordance with Section 3 shall receive the following benefits:

(a) Severance Payment.

The Executive will receive severance pay in salary continuation mode, based upon the Executive's salary band immediately prior to the Executive's Date of Termination, as determined in accordance with the following schedule:

Organization Level	Severance Payment
SM-H	24x Monthly Base Salary
Executive Band	12x Monthly Base Salary

The severance payments will be payable in accordance with the Company's normal payroll practices via direct deposit.

(b) Prorated Annual Incentive Plans Payment.

Executive will be entitled to receive a pro-rated payment under the Harley-Davidson, Inc. Employee Incentive Plan (annual plan) or the Harley-Davidson, Inc. Senior Executive Incentive Plan (annual plan), whichever is applicable to the Executive for the performance period in which occurs the Executive's Date of Termination, calculated as follows:

(i) For an Executive participating in the Harley-Davidson, Inc. Employee Incentive Plan (STIP) and who was employed for at least three full months during the performance period (as determined by the start of the performance period and the Date of Termination), the pro-rata payment for the Executive shall equal (A) the percentage (based on actual performance results for the full performance period determined following the conclusion of the performance period) that would have been applicable to the Executive with respect to any financial performance goal under the Harley-Davidson, Inc. Employee Incentive Plan if the Executive's employment had continued through the last day of the performance period (taking into account maximum plan payment limits and any exercise of the Committee's retained discretion to reduce the amount of the payout to the extent that such discretion is uniformly applied by the Committee with respect to similarly situated participants in the Harley-Davidson, Inc. Employee Incentive Plan as a group), multiplied by (B) the base salary actually paid to the Executive during the portion of the performance period (and prior to the Date of Termination) during which the Executive was employed in an eligible employment position by any member of the HDI Group. No amount shall be payable with respect to any component of the Harley-Davidson, Inc. Employee Incentive Plan that is based on subjective performance criteria. The minimum employment requirement during the performance period shall not apply where another plan, program, contract, policy or other

agreement or arrangement provides for a pro-rata payment to the Executive or where the Executive is otherwise eligible for a pro-rata payment.

The prorated payment under this Section 4(b) will be made at the same time that similar such payments are made to active employees, but in no event later than two and one-half (2 1/2) months following the close of the year in which occurs the Executive's Date of Termination.

The prorated payout applies only to the annual incentive programs designated above. The Plan does not provide for special vesting or payout rules for long-term cash awards or awards made pursuant to the Stock Plans.

(c) Payment for Medical, Dental, and Vision Benefit Plans. The Executive will be entitled to receive an amount (subject to applicable tax withholding) equal to the product of (i) the number of months provided under section 4(a) with respect to which the Severance Payment is calculated, and (ii) the average monthly amount of the Company's contribution to the premiums (or the Company's cost) for all group health plan coverage offered by the Company the monthly amount of the Company's contribution to the premiums (or the Company's cost) for the group health plan coverage in which the Executive (and, if applicable, the Executive's spouse and eligible dependents) were enrolled immediately prior to the Executive's Date of Termination. For the avoidance of doubt, if, as of an Executive's Date of Termination, such Eligible Executive does not participate in any of the Company's group health plans, then the Executive's group health plan lump sum will equal zero. The group health plan lump sum payment will be paid within two and one half (2 'A) months following the last day of the month in which occurs the Executive's Date of Termination.

(d) Death of the Executive. If the Executive dies prior to the payments of amounts due to the Executive under this Plan, then any amounts that otherwise would have been paid to the Executive will be paid to the Executive's estate.

(e) Payment in Lieu of Outplacement. The Executive will receive a payment of \$10,000 USD (subject to applicable tax withholding) for his or her use in securing outplacement services. The Company will not offer any other form of outplacement assistance. The lump sum payment will be paid within two and one half (2 'A) months following the last day of the month in which occurs the Executive's Date of Termination.

(f) No Duplication of Benefits. Except as otherwise expressly provided pursuant to this Plan, this Plan shall be construed and administered in a manner which avoids duplication of compensation and benefits which may be provided under any other plan, program, contract, policy, or other individual agreement or arrangement. In the event an Executive is covered, as of his or her Date of Termination, by any other plan, program, contract, policy, or individual agreement or arrangement, that may duplicate the payments or benefits provided for in this Section 4, the Company or HDI Group Employer may reduce or eliminate benefits provided for under this Plan to the extent of the duplication.

(g) No Effect on Other Benefits. Other than Severance Benefits, which are governed by this Plan, this Plan does not abrogate (or enlarge) any of the usual entitlements which an Executive has or will have, first, while a regular employee, and subsequently, after termination, and thus, such Executive shall be entitled to receive all (but only such) benefits payable to him or her under each and every qualified plan, welfare plan, and any other plan, program, contract, or practice relating to benefits and deriving from his or her employment with the HDI Group, including, without limitation, benefits payable pursuant to the Stock Plans and applicable agreements thereunder (if applicable to the Executive), pension (if applicable to the Executive), pension restoration (if applicable to the Executive), 401(k), payment in lieu of post-retirement life insurance (insurance allowance program, if applicable to the Executive), and deferred compensation, but in each case solely in accordance with the terms and provisions of the applicable plan, program, contract or practice.

5. Code Section 409A. This Section 5 addresses the application of Code Section 409A to the Severance Benefits provided under the Plan.

(a) The Severance Payment under Section 4(a), the additional payment (if any) under Section 4(c) related to medical, dental and vision coverage, and the prorated bonus under Section 4(b) are intended to constitute “short term deferrals” that are exempt from Code Section 409A in accordance with Section 1.409A-1(b) (4) of the Income Tax Regulations (or any successor thereto). However, and notwithstanding any provision in this Plan to the contrary, if the Severance Payment or any other Severance Benefit is determined to be subject to the mandatory delay rule of Code Section 409A(a)(2)(B)(i), payment of such benefit shall be delayed for such period of time as may be necessary to meet the requirements of the Code. Subject to earlier payment in the event of the Executive’s death, the delayed payment amount shall be paid to the Executive, in a single sum cash payment, on the later of (i) the date on which payment would otherwise be made under this Plan, or (ii) the date which is six (6) months following the Executive’s Separation from Service.

(b) Any payment which is deferred following the Executive’s Separation from Service to comply with Code Section 409A(a)(2)(B)(i) shall, when paid, include interest, calculated at the reference rate or the prime rate, as the case may be, of US Bank Milwaukee, Wisconsin, as such rate is in effect from time to time during the period beginning on the last date on which the amount would otherwise have been paid to the date on which payment is actually made.

(c) The Executive’s termination of employment does not affect any deferral or distribution elections that an Executive may have in place with respect to the deferral or payment of any benefits that are subject to Code Section 409A, and deferral or payment of such amounts will be made pursuant to the terms of the applicable plan or program under which such deferral or distribution election was made.

(d) To facilitate the Executive's right and ability to consider (and if applicable, revoke) the release and waiver of claims within the time periods provided under Section 3(a)(iii), if the Executive's Date of a Termination is such that the period of time for the Executive to consider (and if applicable, revoke) the release and waiver of claims begins in one calendar year and ends in the following calendar year, then the Severance Payment and any Severance Benefits to which the Executive becomes entitled will be paid in the following calendar year, even if the Executive executes the release and waiver of claims (and any related revocation period expires) during the calendar year in which the Executive's Date of Termination occurs.

(e) To the extent any provision of this Plan or any omission from this Plan would (absent this provision) cause amounts to be includable in income under Code Section 409A(a)(1), this Plan shall be deemed amended to the extent necessary to comply with the requirements of Code Section 409A; provided, however, that this provision shall not apply and shall not be construed to amend any provision of this Plan to the extent this provision or any amendment required thereby would itself cause any amounts to be includable in income under Code Section 409A(a)(1).

6. Payment Limitation.

(a) Notwithstanding any other provision of this Plan, with respect to any Executive who the Plan Administrator, in its discretion, determines to be a "disqualified individual" for purposes of Code Sections 280G and 4999, if any portion of the payments or benefits under this Plan, or under any other agreement with or plan of the HDI Group (in the aggregate, the "Total Payments"), would constitute an "excess parachute payment" that is subject to the tax imposed by Code Section 4999, then the Total Payments to be made to the Executive shall be reduced such that the value of the aggregate Total Payments that the Executive is entitled to receive shall be One Dollar (\$1) less than the maximum amount which the Executive may receive without becoming subject to the tax imposed by Code Section 4999; provided that the foregoing reduction in the amount of Total Payments shall not apply if the after-tax value to the Executive of the Total Payments prior to reduction in accordance with this subsection (a) (including the tax imposed by Code Section 4999) is greater than one hundred ten percent (110%) of the after-tax value to the Executive if the Total Payments are reduced in accordance with this subsection (a).

(b) For purposes of this Section, the terms "excess parachute payment" and "parachute payments" shall have the meanings assigned to them in Code Section 280G, and such "parachute payments" shall be valued as provided therein. Present value shall be calculated in accordance with Code Section 280G(d)(4). The Executive and the HDI Group Employer, at the HDI Group Employer's expense, shall obtain the opinion (which need not be unqualified) of nationally recognized tax counsel ("National Tax Counsel") selected by the HDI Group Employer's independent auditors and acceptable to the Executive, which opinion sets forth:

- (i) the amount of the Base Period Income,
- (ii) the amount and present value of the Total Payments,
- (iii) the amount and present value of any excess parachute payments determined without regard to the limitations of this Section 6,
- (iv) the after-tax value of the Total Payments if the reduction in Total Payments contemplated under subsection (a) of this Section 6 did not apply, and
- (v) the after-tax value of the Total Payments taking into account the reduction in Total Payments contemplated under subsection (a) of this Section 6.

(c) The term “Base Period Income” means an amount equal to the Executive’s “annualized included compensation for the base period” as defined in Code Section 280G(d)(1) (or any successor provision). For purposes of such opinion of National Tax Counsel, the value of any noncash benefits or any deferred payment or benefit shall be determined by the HDI Group Employer’s independent auditors in accordance with the principles of Code Sections 280G(d)(3) and (4), which determination shall be evidenced in a certificate of such auditors addressed to the HDI Group Employer and the Executive. For purposes of determining the after-tax value of the Total Payments, the Executive shall be deemed to pay federal income taxes and employment taxes at the highest stated rate of federal income and employment taxation on the date on which the determination is being made and state and local income taxes at the highest stated rates of taxation in the state and locality of the Executive’s domicile for income tax purposes on the date on which the determination is being made, net of the maximum reduction in federal income taxes that may be obtained from deduction of such state and local taxes. The opinion of National Tax Counsel shall be dated as of the date of the Executive’s Covered Termination and addressed to the HDI Group Employer and the Executive and shall be binding upon the HDI Group Employer and the Executive. If such opinion determines that there would be an excess parachute payment (and that the after-tax value of the Total Payments if the reduction in the Total Payments contemplated under subsection (a) of this Section 6 did not apply is not greater than one hundred ten percent (110%) of the after-tax value of the Total Payments taking into account the reduction contemplated under subsection (a) of this Section 6), then the payments and benefits hereunder or any other payment or benefit determined by such counsel to be included in the Total Payments shall be reduced or eliminated so that under the bases of calculations set forth in such opinion there will be no excess parachute payment. If such National Tax Counsel so requests in connection with its opinion, the Executive and the HDI Group Employer shall obtain, at the HDI Group Employer’s expense, and the National Tax Counsel may rely on in providing the opinion, the advice of a firm of recognized executive compensation consultants as to the reasonableness of any item of compensation to be received by the Executive. If the provisions of Code Sections 280G and 4999 are repealed without succession, then this Section 6 shall be of no further force or effect.

7. Other Termination. In the event the Executive's employment terminates other than pursuant to a Covered Termination, including, without limitation, a termination for Cause, termination by reason of the Executive's death, Disability or a voluntary retirement or termination by the Executive, the Executive shall be entitled to no benefits or rights under this Plan. Notwithstanding anything herein to the contrary, an otherwise involuntary termination of the Executive's employment will not be treated as a voluntary termination or as a voluntary retirement solely because the Executive's termination is characterized as a voluntary resignation or retirement in connection with any public announcement concerning the Executive's departure or because the Executive receives retirement benefits.

8. Plan Administration. The Committee shall be the fiduciary for this Plan and, as such, shall have full and discretionary responsibility and authority to interpret, control and administer this Plan and to determine eligibility for and the amount of benefits pursuant to this Plan, including the power to amend this Plan as provided in Section 11, the power to promulgate rules of Plan administration, the power to investigate and settle any disputes as to rights or benefits arising under this Plan, the power to appoint agents, accountants and consultants, the power to delegate the Committee's duties, and the power to make such other decisions or take such other actions as the Committee, in its sole discretion, deems necessary or advisable to aid in the proper administration of this Plan. Actions and determinations by the Committee (or its delegate) shall be final, binding and conclusive for all purposes of this Plan unless determined by a court of competent jurisdiction to be arbitrary and capricious. The Committee has delegated to the Company, acting through its authorized executives and other employees, the power to administer the day-to-day operations of this Plan, including without limitation the calculation of benefits payable under this Plan.

9. Required Tender Back of Benefits. If the Executive has or claims or have any Claims (as defined in Section 3), Executive may elect to assert such Claims. If, however, Executive does formally assert one or more Claims in a writing submitted to the HDI Group, or in a writing submitted to or filed with an appropriate body to determine such Claims, for the legal enforcement of such Claims, such writing shall constitute an irrevocable waiver and disclaimer of the Executive's benefits and rights under this Plan. Further, If the Executive has received benefits under the Plan for a Covered Termination and thereafter asserts any Claims (as defined in Section 3), other than an ERISA appeal pursuant to Section 10 below, the Executive shall, notwithstanding any other plan or agreement to the contrary, return to the HDI Group all benefits received under this Plan. If for any reason Executive cannot legally be compelled to return such benefits, the HDI Group shall be given, to the maximum extent allowed by law, credit for all amounts received by Executive under the Plan against amounts otherwise due to Executive arising out of any such Claims. Notwithstanding the foregoing, this Section 9 shall not be construed to limit or otherwise modify the terms of any release executed by Executive pursuant to Section 3 or otherwise.

10. Plan Subject to HDI's Clawback Policy. The payments and benefits provided under this Plan shall be subject to recovery under any clawback or recovery policy which the Company may adopt from time to time, including without limitation HDI's Clawback Policy (as

from time to time amended and in effect) and any policy which the Company may be required to adopt under Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 or other applicable law and the rules and regulations of the U.S. Securities and Exchange Commission.

11. ERISA Appeal Procedure.

This Section 10 applies only in the limited circumstances in which an Executive has been determined either (i) to not satisfy the requirements for Severance Benefits set forth in Section 3 and the Executive believes that he or she is entitled to Severance Benefits under the Plan, or (ii) to be entitled to Severance Benefits in accordance with the rules set forth in Section 3 but the Executive believes that the amount of Severance Benefits received is less than the amount of benefits provided under the Plan.

An appeal may be filed within ninety (90) days after the Executive's Date of Termination, and must set forth the benefits claimed and the reason therefor. The Committee will notify the Executive of its decision within ninety (90) days of receipt of the appeal. If special circumstances require an extension of time (not to exceed an additional ninety (90) days) for processing the appeal, the Plan Administrator will notify the Executive in writing of the extension prior to the expiration of the initial ninety (90) day period. If the Plan Administrator denies the claim, in whole or in part, such denial notice shall include all information required by law.

Within sixty (60) days of notice of a denied appeal, the Executive may file a request for additional review. Upon request and free of charge, the Plan Administrator shall provide the Executive with reasonable access to, and copies of, all documents, records and other information relevant to the Executive's request. If the Executive timely requests further review, the Plan Administrator will again review all of the comments, documents, records and other information submitted by the Executive, will render its final decision and provide this decision to the Executive within sixty (60) days of its receipt of the request for review. If special circumstances require an extension of time (not to exceed an additional sixty (60) days) for processing the review, the Plan Administrator will notify the Executive in writing of the extension prior to the expiration of the initial sixty (60) day period. If the Plan Administrator denies the claim, in whole or in part, such denial notice will include the information required by law.

Any person claiming entitlement to a benefit under this Plan must exhaust the appeal and review procedures described above prior to pursuing any other remedy. Any suit or legal action initiated by or on behalf of the Executive or other person claiming entitlement to a benefit under this Plan must be brought no later than one (1) year following the Plan Administrator's final decision under subsection (c) above. This (1) one year limitation period on suits for benefits applies in any forum where the Executive or other person claiming entitlement to a benefit under this Plan (or any other person on behalf of the Executive or such person) initiates such suit or legal action.

12. Amendment and Termination. The Company, by action of the Committee, reserves the right to amend this Plan from time to time or to terminate this Plan; provided, however, that no such amendment or termination shall reduce the amount of Severance Benefits payable to any Executive whose Date of Termination has already occurred. In addition, the Vice President – General Counsel of the Company may amend or modify the terms of this Plan to the extent necessary or advisable to comply with or obtain the benefits of or advantages under the provisions of applicable law, regulations or rulings or requirements (including, without limitation, any amendment necessary to comply with or secure an exemption from Code Section 409A).

13. Plan Document Controls. This document is the official plan document for this Plan. In the event of any conflict between this document and any other document, instrument, or communication describing the policies or procedures with respect to Severance Benefits, the terms of this document are controlling.

14. Plan Not a Guarantee of Employment. Nothing in this Plan shall be construed to prevent the HDI Group Employer from terminating the Executive's employment either for Cause or without Cause.

15. Plan Funding. No Executive or beneficiary thereof shall acquire by reason of this Plan any right in or title to any assets, funds, or property of the HDI Group. Any Severance Benefits that become payable or will be provided under this Plan are unfunded obligations of the applicable HDI Group Employer, and shall be paid from the general assets of such entity. No past or present executive, employee, officer, director, executor, assign, representative, or agent of the HDI Group guarantees in any manner the payment or provision of any Severance Benefits.

16. Governing Law. This Plan shall be governed by and construed in accordance with ERISA, and to the extent not preempted thereby, by the laws of the State of Wisconsin, without regard to conflict of law principles.

17. Venue. As a condition of becoming a participant in and potentially receiving benefits under this Plan, the Executive consents and agrees that in the event of any dispute arising from or in connection with this Plan, the Executive consents and agrees to *in personam* jurisdiction and to venue exclusively in either the Circuit Court for Milwaukee County, Wisconsin, or the United States District Court for the Eastern District of Wisconsin, located in Milwaukee, Wisconsin.

18. No Requirement of Mitigation. The Executive shall not be required to mitigate damages or the amount of any payment to the Executive provided for under this Plan by seeking other employment or otherwise, nor shall the amount of any payment provided for under this Plan be reduced by any compensation earned by the Executive as a result of employment by another employer after a Covered Termination.

19. Headings. The headings in this Plan are for convenience of reference and shall not be given substantive effect.

20. Withholding. The HDI Group shall be entitled to withhold from amounts to be paid to the Executive hereunder any federal, state or local withholding or other taxes or charges which it is from time to time required to withhold; provided that the amount so withheld shall not exceed the minimum amount required to be withheld by law. In addition, if prior to the date of payment of the benefits hereunder, the Federal Insurance Contributions Act (FICA) tax imposed under Code Sections 3101, 3121(a) and 3121(v)(2), where applicable, becomes due, the HDI Group may provide for an immediate payment of the amount needed to pay the Executive's portion of such tax (plus an amount equal to the income taxes that will be due on such amount) and the Executive's remaining benefits under this Plan shall be reduced accordingly.

21. Successors. This Plan shall be binding upon, inure to the benefit of and be enforceable by the HDI Group and the Executive and their respective heirs, legal representatives, successors and assigns. If the HDI Group or any member of the HDI Group shall be merged into or consolidated with another entity, the provisions of this Plan shall be binding upon and inure to the benefit of the entity surviving such merger or resulting from such consolidation.

22. Severability. Any provision of this Plan which is held to be unenforceable or invalid in any respect in any jurisdiction shall be ineffective in such jurisdiction to the extent that it is unenforceable or invalid without affecting the remaining provisions hereof, which shall continue in full force and effect. The unenforceability or invalidity of a provision of this Plan in one jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

23. Nonassignment. The Severance Benefits under this Plan may not be sold, assigned, transferred, pledged, anticipated, mortgaged, or otherwise encumbered, transferred, hypothecated, or conveyed in advance of actual receipt of the Severance Benefits, if any, or any part thereof by the Executive.

Certain portions of this Exhibit have been redacted pursuant to Item 601(b)(10) of Regulation S-K and, where applicable, have been marked with “[*]” to indicate where redactions have been made.**

Execution

HARLEY-DAVIDSON FINANCIAL SERVICES, INC.

STOCKHOLDERS AGREEMENT

October 31, 2025

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HARLEY-DAVIDSON FINANCIAL SERVICES, INC.
STOCKHOLDERS AGREEMENT

This Stockholders Agreement (this “Agreement”) is made as of October 31, 2025 (the “Effective Date”) by and among Harley-Davidson Financial Services, Inc., a Delaware corporation (the “Company”), Harley-Davidson, Inc., a Wisconsin corporation (together with its Permitted Transferees, “Parent”), and KKR Morrow OpCo Aggregator LLC, a Delaware limited liability company (“Investor,” collectively with Parent, the “Holders,” and each a “Holder”).

WHEREAS, the Company proposes to issue shares of Common Stock in an amount equal to 4.9% of all of the issued and outstanding Common Stock to Investor, calculated on a fully diluted basis, pursuant to the Subscription Agreement (the “Purchase Agreement”) dated as of July 29, 2025 (the “Investment”);

WHEREAS, in connection with the Investment, the Company, Parent and Investor desire to enter into this Agreement to set forth their agreements and understandings with respect to how shares of the Company’s capital stock held now or hereafter acquired by the Holders will be voted concerning the election of directors after the close of the transactions described in the Purchase Agreement, the transfer and issuance of the Company’s securities and certain other matters concerning the Company’s governance and capital stock; and

WHEREAS, entering into this Agreement is a condition to the consummation of the Investment.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, all parties hereto hereby agree as follows:

1. **Definitions.** For purposes of this Agreement, the following terms shall have the following meanings:

(a) “Action” means any action, claim, suit, proceeding, order, subpoena, arbitration, audit, assessment, inquiry, investigation, complaint, demand, counterclaim, charge, grievance, mediation, hearing, litigation or other proceeding of any nature (whether civil, criminal, administrative, judicial or investigative, whether public or private) commenced, brought, conducted or heard by or before, or otherwise involving, any Governmental Authority.

(b) “Affiliate” has (i) the meaning set forth in Rule 12b-2 of the regulations promulgated under the Securities Exchange Act of 1934, as amended (the “Exchange Act”) and (ii) with respect to the Investor, also any fund, vehicle or account which is managed or advised by the Investor or any Affiliates or Subsidiaries thereof, and “Affiliated” has a correlative meaning.

(c) “Approval Threshold” means, as of the time of determination, the Investor and collectively with its Affiliates who are the recipients of a Permitted Transfer collectively hold at least the greater of (i) the number of Shares equal to [***] percent ([***]%) of (x) the number of Shares held by Investor as of immediately following the Closing less (y) any Shares that were purchased from such Investor in connection with a Repurchase in accordance with Section 8 and (ii) [***] percent ([***]%) of the total number of issued and outstanding Shares of the Company as of such date.

(d) “as adjusted” means subject to subsequent adjustments for stock splits, stock dividends, reverse stock splits, and the like occurring after the Effective Date.

(e) “Bad Actor Disqualification” means any “bad actor” disqualification described in Rule 506(d)(1)(i) through (viii) under the Securities Act.

(f) “beneficially owns” or “beneficially own” means beneficial ownership as calculated in accordance with Rule 13d-3 of the Exchange Act.

(g) “Board” means the Company’s Board of Directors.

(h) “Book Value” means [***].

(i) “Business Day” shall mean any day that is not a Saturday, a Sunday or other day on which banks are required or authorized by Law to be closed in Milwaukee, Wisconsin.

(j) “Bylaws” means the bylaws of the Company, as in effect from time to time.

(k) “Certificate of Incorporation” means the Company’s Certificate of Incorporation, as in effect from time to time.

(l) “Closing” has the meaning set forth in the Purchase Agreement.

(m) “Common Stock” means the Class A Common Stock, par value \$0.001 per share, of the Company or any other capital stock of the Company or any other Person into which such stock is reclassified or reconstituted (whether by merger, consolidation or otherwise).

(n) “Company Sale” means a sale of the Company by means of (A) any transaction or series of related transactions to which the Company is party (including any stock acquisition, transfer, reorganization, merger or consolidation but excluding any sale of stock for capital raising purposes), other than a transaction or series of transactions in which the holders of the voting securities of the Company outstanding immediately prior to the consummation of such transaction or series of related transactions continue to retain at least fifty percent (50%) of the total voting power of the Company (or the surviving entity of such transaction(s) or its parent) immediately following consummation of such transaction(s), or (B) a sale, lease, transfer, exclusive license or other disposition, in a single transaction or a series of related transactions, by the Company or any of its Subsidiaries of all or substantially all of the assets of the Company and its Subsidiaries taken as a whole or the sale or disposition (whether by merger or otherwise) of one or more Subsidiaries of the Company if substantially all of the assets of the Company and its Subsidiaries taken as a whole are held by such Subsidiary or Subsidiaries, except where such sale, lease, transfer, exclusive license or other disposition is to a wholly-owned Subsidiary of the Company.

(o) “Competitor” means [***].

(p) “days” means calendar days; provided that if any day falls on a weekend or is a federal holiday, the term “day” means the next calendar day that does not fall on a weekend or that is not a federal holiday.

(q) “DGCL” means the General Corporation Law of the State of Delaware.

(r) “GAAP” means generally accepted accounting principles in the United States.

(s) “Governmental Authority” means any government, any state or other political subdivision thereof and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government and having jurisdiction over the applicable Person, including for the avoidance of doubt any banking or securities regulator, and including any self-regulatory organizations.

(t) “Law” means any statute, law, ordinance, regulation, rule, code, injunction, judgment, decree, order or any other judicially enforceable legal requirement (including common law) of any Governmental Authority or any listing requirement, rule or regulation of any stock exchange or other self-regulatory organization.

(u) “Lien” means any charge, pledge, lien (statutory or other), option, security interest, mortgage, right of first refusal, or restriction on use, voting, transfer, receipt of income or exercise of any other attribute of ownership.

(v) “Necessary Action” means, except as otherwise contrary to applicable Law, with respect to a specified result, all actions necessary to be taken in accordance with this Agreement to cause such result, including (A) voting or providing a written consent or proxy with respect to the Shares, whether at any annual or special meeting, by written consent or otherwise, (B) causing the adoption of stockholders’ resolutions and amendments to organizational documents of the Company or its Subsidiaries, (C) causing members of the Board, to the extent such members were elected, nominated or designated by the Person obligated to undertake a Necessary Action, to act (subject to any applicable fiduciary duties) in a certain manner or causing them to be removed in the event they do not act in such a manner, (D) executing agreements and instruments and (E) making, or causing to be made, with governmental, administrative or regulatory authorities, all filings, registrations or similar actions that are required to achieve such result; provided that, in each case, a Holder taking a Necessary Action shall not be required to (x) make any financial commitment or grant any consent to the other Holder(s) that would, or is reasonably expected to, have a disproportionate adverse effect on such Holder as compared to the other Holder(s) or (y) waive any of such Holder’s rights set forth in this Agreement.

(w) “Ownership Percentage” means, with respect to any Holder (or any other holder of Shares), a fraction, expressed as a percentage, (A) the numerator of which is the total number of Shares held by such Holder (or such other holder of Shares) at the relevant time of determination and (B) the denominator of which is the sum of the total number of Shares then outstanding, assuming full exercise or conversion of all Company securities exercisable or convertible into the Company’s Common Stock then outstanding (whether or not by their terms currently exercisable or convertible); provided that the sum of the Ownership Percentages of all Holders and any other holders of Shares shall equal one hundred percent (100%).

(x) “Parent Change in Control” means a transaction or series of related transactions in which the holders of the voting securities of the Parent outstanding immediately prior to the consummation of such transaction or series of related transactions no longer continue to retain at least fifty percent (50%) of the total voting power of the Parent (or the surviving entity of such transaction(s) or its parent) immediately following consummation of such transaction(s).

(y) “Permitted Transfer” means (A) any transfer to the Company or any Holder pursuant to the terms of this Agreement; (B) any repurchase of the Shares by the Company pursuant to agreements under which the Company has the option to repurchase such

Shares upon the occurrence of certain events, such as termination of employment, or in connection with the exercise of the Right of First Offer by the ROFO Rightholder; and (C) any Transfer made by any Holder to any Affiliate of such Holder, provided, that, the Transferee executes a counterpart copy of this Agreement and becomes bound hereby as if such Transferee was such Holder; provided that with respect to any Person that is not an Affiliate or Holder, a sale, pledge, assignment, encumbrance or other transfer or disposition by a limited partner, a member, or any other equityholder of (i) a multi-asset investment fund or capital aggregator (in each case, not formed solely for the purpose of directly or indirectly acquiring or holding equity interests or other investments in Parent or any of its Subsidiaries) that is a direct or indirect equityholder of the Company through an interest in such investment fund or capital aggregator or any secondary transaction concerning its equity interests to any other Person or (ii) an investment fund or capital aggregator that is a direct or indirect equityholder of the Company of an interest in such investment fund or capital aggregator, in either case, shall be deemed not to be a “Transfer” hereunder.

(z) “Permitted Transferee” means any Transferee of a Permitted Transfer.

(aa) “Person” means any legal person, including any individual, corporation, partnership, joint venture, association, limited liability company, joint stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof.

(ab) “Preemptive Rights” means the preemptive rights of certain Holders to purchase Pro Rata Shares of New Securities as provided under Section 5.

(ac) “Pro Rata Share” means, with respect to any Holder (or any other holder of Shares) and as at the relevant time of determination in respect of an issuance of New Securities, the ratio that (A) the sum of the number of Shares held by such Holder (or such other holder of Shares) immediately prior to the issuance of New Securities, assuming full exercise or conversion of all Company securities exercisable or convertible into the Company’s Common Stock then held by such Holder (or such other holder of Shares) (whether or not by their terms currently exercisable or convertible), bears to (B) the sum of the total number of Shares then outstanding, assuming full exercise or conversion of all Company securities exercisable or convertible into the Company’s Common Stock then outstanding (whether or not by their terms currently exercisable or convertible).

(ad) “Shares” means all shares of Common Stock and all Stock Equivalents.

(ae) Shares “held” or “owned” by any Holder mean any Shares directly or indirectly owned (of record or beneficially) by such Holder or as to which such Holder has voting power.

(af) “Stock Equivalents” means any security or obligation which is by its terms convertible into or exchangeable or exercisable for shares of Common Stock, including any option, warrant or other subscription or purchase right with respect to Common Stock or any Stock Equivalent.

(ag) “Subsidiary” means, with respect to any Person, any corporation, limited liability company, partnership, association or other business entity of which: (A) if a corporation, a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, representatives or trustees thereof, and the right to designate a majority of such directors, representatives or trustees, is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof; or (B) if a limited liability company, partnership, association or other business entity, a majority of the total voting power of stock (or

equivalent ownership interest) of the limited liability company, partnership, association or other business entity is at the time owned or controlled, directly or indirectly, by that Person or one or more Subsidiaries of that Person or a combination thereof. For purposes hereof, a Person or Persons shall be deemed to have a majority ownership interest in a limited liability company, partnership, association or other business entity if such Person or Persons shall be allocated a majority of limited liability company, partnership, association or other business entity gains or losses and shall be or control the managing member, managing director or other governing body or general partner of such limited liability company, partnership, association or other business entity.

(ah) “Transfer,” “Transferring,” “Transferred,” or words of similar import, mean and include any sale, assignment, encumbrance, hypothecation, pledge, conveyance in trust, gift, transfer by bequest, devise or descent, or other transfer or disposition of any kind, including transfers to receivers, levying creditors, trustees or receivers in bankruptcy proceedings or general assignees for the benefit of creditors, whether voluntary or by operation of Law, directly or indirectly.

(ai) “Transferee” means any Person who is the recipient of Shares upon the Transfer by a Holder.

(aj) “vote” shall include any exercise of voting rights whether at an annual or special meeting, or by written consent, or in any other manner permitted by applicable Law.

(ak) *Other definitions.*

“30-Day Parent VWAP”	<u>Section 9(a)</u>
[***]	
“Agreement”	Preamble
[***]	
“Bad Actor”	<u>Section 3(f)</u>
“Board Observer”	<u>Section 3(e)</u>
[***]	
“Company”	Preamble
[***]	
“Credit Rating Downgrade Event”	<u>Section 3(h)</u>
[***]	
“Designator”	<u>Section 3(c)</u>
“Designee”	<u>Section 3(c)</u>
“Directors”	<u>Section 3(a)</u>
“Disqualification Event”	<u>Section 3(e)</u>
“Disqualified Designee”	<u>Section 3(e)</u>
“Dividend Policy”	<u>Section 3(h)</u>
“Dollars”	<u>Section 22(a)</u>
“Drag-Along Sale”	<u>Section 10(a)</u>
“Effective Date”	Preamble
“Exchange”	<u>Section 9(a)</u>
“Exchange Exercise Notice”	<u>Section 9(a)</u>

“Exchange Exercise Notice Period”	<u>Section 9(a)</u>
“Exchange Right”	<u>Section 9(a)</u>
“Exchange Value”	<u>Section 9(a)</u>
“Exchanged Shares”	<u>Section 9(a)</u>
[***]	
“Holder”	Preamble
“Investor”	Preamble
“Lock-Up Period”	<u>Section 6(a)</u>
“New Securities”	<u>Section 5(a)</u>
“New Securities Notice”	<u>Section 5(b)</u>
“Notice of Arbitration”	<u>Section 22(f)</u>
“Offered Shares”	<u>Section 6(b)</u>
“Parent Common Stock”	<u>Section 9(a)</u>
“Permitted Closing Period”	<u>Section 5(c)</u>
“Permitted Signing Period”	<u>Section 5(c)</u>
“Preemptive Rights Election Period”	<u>Section 5(b)</u>
“Post-ROFO Period”	<u>Section 7(b)</u>
“Preemptive Rights Holder”	<u>Section 5</u>
“Proposed Transferee”	<u>Section 6(b)</u>
“Purchase Agreement”	Recitals
“Registration Rights Agreement”	<u>Section 9(g)</u>
“Remaining Securities”	<u>Section 5(c)</u>
“Repurchase”	<u>Section 8(a)</u>
“Repurchase Book Value”	<u>Section 8(a)</u>
“Repurchase Right”	<u>Section 8(a)</u>
“Right of First Offer”	<u>Section 7(a)</u>
“ROFO Closing Period”	<u>Section 7(a)</u>
“ROFO Exercise Notice”	<u>Section 7(a)</u>
“ROFO Option Period”	<u>Section 7(a)</u>
“ROFO Purchase Price”	<u>Section 7(a)</u>
“ROFO Purchase Terms”	<u>Section 7(a)</u>
“ROFO Rightholder”	<u>Section 7(a)</u>
“Securities Act”	<u>Section 3(e)</u>
“Seller”	<u>Section 6(b)</u>
“Tag-Along Closing”	<u>Section 11(b)</u>
“Tag-Along Election Notice”	<u>Section 11(a)</u>
“Tag-Along Rights”	<u>Section 11(a)</u>
“Tag-Along Exercise Period”	<u>Section 11(a)</u>
“Tag-Along Sale”	<u>Section 11(b)</u>
“Tag-Along Sale Notice”	<u>Section 11(a)</u>
“Tag-Along Sale Total Shares”	<u>Section 11(a)</u>

“Target Closing Date Book Value”

Section 9(c)

“Transfer Notice”

Section 6(b)

“Triggering Dividend”

Section 9(c)

2. ***Shares.***

(a) *Generally.* During the term of this Agreement, each Holder agrees to take all Necessary Action reasonably within such Holder’s power, including voting all Shares now or hereafter held by such Holder, in accordance with the provisions of this Agreement.

(b) *Aggregation of Shares.* All Shares held by any Holder and such Holder’s Affiliates shall be aggregated together for purposes of determining the availability of any rights or applicability of any obligations hereunder.

3. ***Board of Directors.***

(a) *Voting.* During the term of this Agreement, each Holder agrees to vote all Shares owned by such Holder in such manner as may be necessary so that each member of the Board will be designated by Parent (the “Directors”).

(b) *Current Designees.* For the purpose of this Agreement, immediately following the Closing, the members of the Board shall be as set forth on Exhibit A.

(c) *Changes in Designees.* The power to designate a director pursuant to Section 3(a) includes the power to remove such director with or without cause. If any Holder or group of Holders, as the case may be, specified in Section 3(a) as having the right to designate a director (a “Designator”) gives notice to the other Holders (either directly or through notice to the Company, which such notice Company shall promptly forward to such other Holders) of a desire to remove a director designated by such Designator (a “Designee”), the other Holder(s) shall take all Necessary Action, including voting, or causing to be voted, all Shares entitled to vote on the election of directors owned by such Holder or over which such Holder has voting control, in favor of removing such director. No director designated and elected pursuant to this Section 3 may be removed from office unless such removal is directed or approved by the written consent of the applicable Designator. Subject to Section 3(a), if any vacancy shall occur in the Board as a result of the death, disability, resignation, removal or any other termination of a director (and, for the avoidance of doubt, excluding any vacancy resulting from a decrease in a Holder’s ownership below the Approval Threshold), the Designator who had the right to designate such director may give notice to the other Holders (either directly or through notice to the Company, which such notice Company shall promptly forward to such other Holders) of the individual such Designator desires to be elected as a replacement representative and each other Holder shall vote, or cause to be voted, all Shares entitled to vote on the election of directors owned by such Holder or over which such Holder has voting control in favor of electing such representative. In the event of such an initiation of a removal or selection of a designee contemplated by this Section 3, the Company shall take such reasonable actions as are necessary to facilitate such removals or elections, including soliciting the votes of the appropriate Holders.

(d) *Size of Board.* Each Holder shall take all Necessary Action reasonably within such Holder’s power, including voting all Shares, to maintain the authorized number of members of the Board in an amount determined by Parent, which as of the date hereof shall be [***] directors.

(e) *Observer Rights.* For so long as Investor and/or any of its Permitted Transferees satisfy the Approval Threshold, Investor or a designee of Investor shall be entitled, by delivery of written notice to the Company, to designate one representative of Investor and/or its Permitted Transferees, who shall initially be [***] (the “Board Observer”), to attend all meetings of the Board and all meetings of any committees that the Board may establish from time to time, solely in a nonvoting observer capacity and, in this respect, the Company shall give any such designated representative copies of all notices, minutes, consents, and other materials that it provides to its Directors at or about the same time so provided; provided, however, that Investor shall cause the Board Observer to hold in confidence and only use the information

provided to such observer to the same extent as provided in Section 15(c); and provided, further, that the Company reserves the right to withhold the portion of any information and to exclude the Board Observer from the portion of any meeting if access to such information or attendance at such meeting could, based on the advice of counsel, adversely affect the attorney-client privilege between the Company and its counsel or result in disclosure of trade secrets or result in a conflict of interest between the Company, on the one hand, and the Investor, on the other hand, other than by reason of the Investor's or its Permitted Transferee's ownership of Shares, or if the Company is prohibited by a Governmental Authority or by Law from disclosing such information to such representative. In the event that any information is so withheld or the Board Observer is so excluded, the Company will provide the Board Observer with a general description of the information withheld or discussed, as applicable, to the extent that providing such description does not jeopardize the attorney-client privilege to be preserved or result in the breach or conflict to be avoided, it being understood and agreed that the Company will take, and cause its Subsidiaries to take, reasonable steps to minimize any such exclusions.

(f) *No "Bad Actor" Designees.* Each Person with the right to designate or participate in the designation of a Director as specified above hereby represents and warrants to the Company that, to such Person's knowledge, none of the "bad actor" disqualifying events described in Rule 506(d)(1)(i)-(viii) promulgated under the Securities Act of 1933, as amended (the "Securities Act") (each, a "Disqualification Event"), is applicable to such Person's initial designee named above except, if applicable, for a Disqualification Event as to which Rule 506(d)(2)(ii) or (iii) or (d)(3) is applicable. Any Director designee to whom any Disqualification Event is applicable, except for a Disqualification Event as to which Rule 506(d)(2)(ii) or (iii) or (d)(3) is applicable, is hereinafter referred to as a "Disqualified Designee". Each Person with the right to designate or participate in the designation of a Director as specified above hereby covenants and agrees (i) not to designate or participate in the designation of any Director designee who, to such Person's knowledge, is a Disqualified Designee and (ii) that in the event such Person becomes aware that any individual previously designated by any such Person is or has become a Disqualified Designee, such Person shall promptly take all Necessary Action to remove such Disqualified Designee from the Board and designate a replacement designee who is not a Disqualified Designee.

(g) *Board Matters.* Unless otherwise determined by the Board, the Board shall meet at least [***] times per calendar year. To the extent that a meeting of the Board (or any committee thereof) is held in-person, the Company shall reimburse the Company's nonemployee Directors and the Board Observer for all reasonable out-of-pocket travel expenses incurred (consistent with the Company's travel policy in effect from time to time) in connection with attending meetings of the Board (or any committee thereof). The Company and each Holder acknowledges and agrees that the Board may, by resolution, designate from among the Directors one or more committees, each of which shall be comprised of one or more Directors. Any such committee, to the extent provided in the resolution forming such committee, shall have and may exercise the authority of the Board, subject to the limitations contemplated by the committee's charter and as otherwise set forth in the Laws of the State of Delaware. The Board may dissolve any committee or remove any member of a committee at any time, subject to Section 3(e).

(h) *Dividend Policy.* All dividends will be paid if, when and to the extent approved by the Board from time to time. To the extent approved by the Board, the Company will (x) declare and pay dividends on an annual basis (or at any other time as determined at the discretion of the Board) in cash in accordance with the Dividend Policy attached hereto as Exhibit F (the "Dividend Policy") and (y) cause each of its Subsidiaries to declare and pay dividends and other permissible distributions directly or indirectly to the Company to enable the Company to declare and pay dividends in accordance with the Dividend Policy. Notwithstanding the foregoing or any other provision of this Agreement, all dividends and other distributions made by the Company or any Subsidiary shall be made in accordance with all applicable Laws (including, but not limited to, banking Laws) and shall only be made to the extent that such Company or Subsidiary has sufficient capital surplus and liquidity lawfully available to declare

and pay dividends or such other distributions; and provided, further, and without limiting the foregoing, that neither the Company nor any of its Subsidiaries shall be required to declare or pay any dividends or other distributions unless (1) solely with respect to the Bank, (A) following the payment of such dividends or other distributions, the Bank continues to be “well-capitalized” within the meaning of 12 C.F.R. 324.403(b)(1) (or any successor provision thereto), (B) the Bank has received all required approvals from any Governmental Authorities and, if applicable, the Bank has filed all required notices with such Governmental Authorities (and all associated waiting periods have expired or been terminated), for the Bank to declare and pay such dividends or other distributions, and (C) such dividends or other distributions are consistent with the Bank’s internal policies regarding capitalization, as may be amended from time to time (provided that any such amendment shall be consistent with the Bank’s historical practices, applicable Law and/or industry practice with respect to similarly situated entities), and (2) with respect to the Company and all of its Subsidiaries, (A) such Person’s board of directors (or any other similar governing body), taking into account applicable legal, fiduciary and regulatory obligations (including any guidance from, agreements or memoranda of understand with, or orders of Governmental Authorities with jurisdiction over the Company or any Subsidiary) and the need to maintain sufficient capital and liquidity at the Company and each Subsidiary to operate its respective current and reasonably anticipated future business, determines that the Company and each such Subsidiary is permitted to and should declare and pay such dividends or other distributions and (B) the declaration and payment of any such dividend or distribution would not (and would not reasonably be expected to) cause a decline in the corporate family rating of Parent and its Subsidiaries to be below then-current ratings levels at any of Fitch Ratings, Inc., S&P Global Ratings, or Moody’s Ratings (or any successor to any such rating agency) (as applicable, a “Credit Rating Downgrade Event”).

4. ***Required Approvals.***

(a) *Investor Matters.* For so long as Investor and/or any of its Permitted Transferees satisfies the Approval Threshold, in addition to any vote or consent of the Board or the stockholders of the Company required by applicable Law, the Certificate of Incorporation, Bylaws or other governing documents of the Company, the Company may not take, permit, authorize or effect any action set forth on Exhibit B (whether directly or indirectly by amendment, merger, recapitalization, consolidation or otherwise), other than as expressly contemplated by this Agreement, without the prior written consent of Investor.

(b) *Governing Documents.* Any amendment to the Certificate of Incorporation or Bylaws will require the approval of Parent; provided that any amendment to Certificate of Incorporation, Bylaws or other governing documents of the Company that would disproportionately affect in any material and adverse manner the Investor and/or its Permitted Transferees shall require the written consent of Investor.

5. ***Preemptive Rights.*** The Company hereby grants to each Holder (a “Preemptive Rights Holder”), the preemptive right to purchase its Pro Rata Share of New Securities which the Company may, from time to time, propose to sell and issue after the Effective Date.

(a) “New Securities” means any capital stock (including Common Stock or any other type or class of capital stock) of the Company whether now authorized or not, and rights, convertible securities, options or warrants to purchase such capital stock, and securities of any type and amount whatsoever that are, or may become, exercisable or convertible into capital stock; provided that the term “New Securities” does not include:

(i) securities issued upon the exercise or conversion of Stock Equivalents outstanding as of the Effective Date;

(ii) securities issued or issuable as consideration in the acquisition of another Person that is not an Affiliate by the Company, whether by purchase of substantially all of the assets or equity interests of such Person, merger or other reorganization or pursuant to a joint venture agreement, provided, that such issuances are approved by the Board;

(iii) securities issued or issuable in connection with any joint venture, strategic alliance or other commercial relationship with any Person (including Persons that are customers, suppliers and strategic partners of the Company or any of its controlled Affiliates) relating to the operation of the Company's or any of its controlled Affiliates' respective businesses and not for the primary purpose of raising equity capital;

(iv) securities issued or issuable to third party banks or other financial institutions pursuant to a bona fide debt financing transaction approved by the Board where such securities are not issued for the primary purpose of raising additional equity capital (in addition to such debt financing);

(v) any right, option or warrant to acquire any security convertible into the securities excluded from the definition of New Securities pursuant to clauses (i) through (v) above; and

(vi) any securities issued or issuable by the Company (or any of its Subsidiaries) for the purpose of addressing a reasonable determination by the Company or Parent that (x) the Company, Parent, or an affiliate thereof is required by Law or by the directive or guidance of a Governmental Authority to provide additional capital, liquidity, or other financial support to Eaglemark Savings Bank (the "Bank") and (y) such additional capital, liquidity, or other financial support must be provided more quickly than would otherwise result from compliance with the provisions of this Section 5; provided, however, that in the event that this clause (vii) applies, the Company shall use commercially reasonable efforts to allow each Preemptive Rights Holder to purchase its Pro Rata Share of any such securities in a manner consistent with the economic objectives of this Section 5 prior to or contemporaneously with effecting such transaction; provided, further, that if the Company is unable to run the preemptive rights process set forth in this Section 5 prior to effecting such transaction due to such exigent circumstances, the Company shall promptly thereafter issue a New Securities Notice to each Preemptive Rights Holder in accordance with Section 5(b) to provide each Preemptive Rights Holder the ability to maintain its Pro Rata Share.

(b) In the event the Company proposes to undertake an issuance of New Securities, it shall give each Preemptive Rights Holder notice of its intention (the "New Securities Notice"), describing the type and amount of New Securities, and the price and the material commercial terms upon which the Company proposes to issue such New Securities. Each Preemptive Rights Holder shall have [***] Business Days (the "Preemptive Rights Election Period") after any such New Securities Notice is delivered to agree to purchase such Preemptive Rights Holder's Pro Rata Share of such New Securities for the price and upon the terms specified in New Securities Notice by giving written notice to the Company and stating therein the quantity of New Securities to be purchased.

(c) In the event the Preemptive Rights Holders fail to exercise fully the Preemptive Rights within the Preemptive Rights Election Period to purchase all New Securities proposed to be issued by the Company, the Company shall have [***] days thereafter (the "Permitted Signing Period") to sell or enter into an agreement (pursuant to which the sale of New Securities covered thereby shall be closed, if at all, within [***] days from the date of such agreement (the "Permitted Closing Period")) to sell that portion of New Securities with respect to which Preemptive Rights were not exercised (the "Remaining Securities"), at a price and upon terms no more favorable to the purchasers thereof or less favorable to the Company than specified in New Securities Notice. In the event the Company has not sold the Remaining Securities within the Permitted Signing Period, or the Permitted Closing Period, the Company shall not thereafter issue or sell any New Securities, without first again offering such securities to the Preemptive Rights Holders in the manner provided in this Section 5(c).

(d) No Holder will have any right of first refusal to purchase any New Securities in accordance with this Section 5 or be a Preemptive Rights Holder for purposes of the Preemptive Rights if, and for so long as, such Holder, any of its directors, executive officers, other officers that may serve as a director or officer of any Person in which it invests, general partners or managing members or any Person that would be deemed a beneficial owner of the securities of the Company held by such Holder (in accordance with Rule 506(d) of the Securities Act) is subject to any Bad Actor Disqualification, except as set forth in Rule 506(d)(2) or (d)(3) under the Securities Act.

6. ***Restrictions on Transfer.***

(a) *Generally.* Prior to the seven (7) year anniversary of the Effective Date (such period, the “Lock-Up Period”), neither Investor nor its Permitted Transferees shall Transfer any Shares, except for (i) Permitted Transfers; and (ii) Transfers approved by the prior written consent of Parent; provided that, in each, case such Transferee executes a counterpart copy of this Agreement and becomes bound hereby as if such Transferee was such Holder. Following expiration of the Lock-Up Period, the Investor and its Permitted Transferees may Transfer any of their collective Shares, provided that (x) the Investor and its Permitted Transferees first comply with the provisions of Section 6(b) and Section 7 and obtain the prior written consent of Parent to such Transfer (such prior written consent not to be unreasonably withheld, condition or delayed; provided, that such prior written consent of Parent shall not be required with respect to the Investor and its Permitted Transferees Transferring any Shares to a Permitted Transferee), and (y) such Transferee executes a counterpart copy of this Agreement and becomes bound hereby as if such Transferee was such Holder.

(b) *Notice of Proposed Transfer.* Prior to Investor or any of its Permitted Transferees Transferring any of their respective Shares, such Holder (a “Seller”) shall simultaneously deliver to the Company and Parent a notice (the “Transfer Notice”), stating: (i) such Holder’s bona fide intention to Transfer such Shares; (ii) the name of each proposed purchaser or other transferee (each, a “Proposed Transferee”); (iii) the aggregate number of Shares proposed to be Transferred to each Proposed Transferee (the “Offered Shares”); and (iv) the bona fide cash price or, in reasonable detail, other consideration for which Seller proposes to Transfer the Offered Shares.

(c) *Notice of Permitted Transfer.* If any Holder plans to make a Permitted Transfer, then, prior to transferring its Shares, such Holder shall deliver to the Company a notice stating: (i) such Holder’s bona fide intention to make such Permitted Transfer of its Shares; (ii) the name, address, email address and phone number of each proposed transferee; (iii) the aggregate number of Shares to be transferred to each proposed transferee; and (iv) the section in this Agreement upon which such Holder is relying in making such Permitted Transfer. For the avoidance of doubt, the provisions of Sections 6(a), Section 6(b) and Section 7 shall not apply to any Permitted Transfers.

(d) *No Transfers to Competitors.* No Holder shall Transfer any Shares to a Competitor of the Company other than pursuant to a Company Sale.

7. ***Right of First Offer.***

(a) *Exercise.* For a period of [***] days after the Transfer Notice has been delivered to the Company and Parent (the “ROFO Option Period”), Parent (or one or more of its designees, which may include the Company) (the “ROFO Rightholder”) shall have the right (as set forth in this Section 7, the “Right of First Offer”) to make a bona fide offer to purchase all but not less than all of the Offered Shares by delivering a written notice (a “ROFO Exercise Notice”) to Seller, prior to the expiration of the ROFO Option Period, specifying the proposed purchase price therefor (the “ROFO Purchase Price”) and any additional terms proposed by the ROFO Rightholder (the “ROFO Purchase Terms”). Seller, in its sole discretion, may elect to accept the Right of First Offer and in such case, the ROFO Rightholder and Seller shall enter into a definitive agreement for the sale of the Offered Shares on the ROFO Purchase Terms. The ROFO Rightholder’s purchase of the Offered Shares shall be consummated as soon as practicable after the delivery of the ROFO Exercise Notice, but in any event within [***] days thereafter (or longer if regulatory approvals or clearances are required to permit the

consummation of the ROFO Rightholder's purchase of the Offered Shares, including regulatory approvals and clearances under the Hart-Scott-Rodino Antitrust Act of 1974 (as amended), in which case such [***] day period shall be extended as necessary, but not longer than [***] days total (*i.e.*, an extension of [***] days), to obtain such approval or clearance prior to the consummation of such transaction) (the "ROFO Closing Period").

(b) *Non-Exercise.* If, during the ROFO Option Period, a ROFO Exercise Notice is not delivered, or, if, as applicable, Seller and the ROFO Rightholder have not consummated the purchase of the Offered Shares within the ROFO Closing Period, then, notwithstanding the foregoing or anything to the contrary herein, Seller may elect to Transfer the Offered Shares at any time within [***] days (the "Post-ROFO Period") following the expiration of either the ROFO Option Period or the ROFO Closing Period as applicable, provided that (i) neither (x) the purchase price nor (y) the terms and conditions of such sale as agreed to with the Transferee is more favorable to such Transferee than the ROFO Purchase Price or the ROFO Purchase Terms and (ii) if the price of any bona fide third party offer received by Seller exceeds the ROFO Purchase Price (if any) by an amount that is not greater than [***] percent ([***]%), the ROFO Rightholder shall have the right, exercisable in its sole discretion within [***] Business Days of its receipt of notice that such third party offer (and, as applicable, Seller shall not Transfer the Offered Shares prior to the expiration of any such [***] Business Day period), to elect irrevocably to purchase the Offered Shares from Seller on the same terms proposed in connection with such bona fide third party offer meet the requirements of clause (i) or (ii); provided, further, that any such sale shall again be subject to this Section 7 if not consummated prior to the end of such Post-ROFO Period.

(c) *Closing.* At the closing of the sale by Seller of any Offered Shares to the ROFO Rightholder, Seller shall deliver the Offered Shares being purchased pursuant to this Section 7, duly endorsed, or accompanied by written instruments of transfer in form reasonably satisfactory to the proposed purchaser and duly executed by Seller, and such Offered Shares shall be free and clear of any Liens (other than limitations on transfer pursuant to applicable securities Laws, pursuant to any indebtedness of the Company or Parent, and this Agreement) and, Seller shall so represent and warrant, and further represent and warrant that it is the sole record owner of such Offered Shares.

(d) *Certain Limitations.* Notwithstanding anything to the contrary herein, (i) any Transfer by Seller as to which the Right of First Offer would apply pursuant to this Section 7 shall be subject to Section 8, (ii) the ROFO Rightholder shall be deemed to have waived its Right of First Offer hereunder if the ROFO Rightholder fails to give notice within ROFO Option Period, and (iii) the Right of First Offer shall not apply to any Transfer pursuant to Section 6(c), Section 8 or Section 11.

8. ***Repurchase Right.***

[***]

9. ***Investor Exchange Right.***

[***]

10. ***Drag-Along Rights.***

(a) *Exercise; Actions to be Taken.* In the event that the Board and Parent approve a Company Sale in writing specifying that such Company Sale is subject to this Section 10(a) (a "Drag-Along Sale"), the Company shall, and shall cause its Affiliates, directors, officers, employees, consultants, legal counsel, partners and accountants, to use its and their reasonable best efforts to take all actions reasonably necessary or desirable to consummate expeditiously such Drag-Along Sale and any related transactions including at its and their own cost and expense: (A) engaging such advisors and agents (which shall be approved by Parent) as necessary or reasonably advisable to effect such Drag-Along Sale, (B) making reasonably available for inspection by any underwriter, potential purchaser and their respective attorneys, accountants and other consultants and agents, as applicable, all customary financial and other

books and records, and documents relating to the business of the Company and its Subsidiaries, and causing the Company's officers, employees and accountants to supply all customary due diligence information reasonably requested in connection with such Drag-Along Sale, and (C) attending and participating (as applicable) in drafting sessions, meetings with representatives of potential underwriters or purchasers of the Company, and roadshow presentations.

(b) *Holder Cooperation.* The Company shall furnish notice with reasonably sufficient detail regarding the Drag-Along Sale (including, but not limited to, the identity of the purchaser, the material terms and conditions of the Drag-Along Sale and the estimated closing date) to each Holder not less than [***] days prior to the proposed consummation of a Drag-Along Sale. Each Holder shall (i) be obligated, subject to the terms and conditions of this Section 10 to consummate, consent to and raise no objection to the consummation of such Drag-Along Sale (ii) take all actions reasonably necessary or desirable and requested by the Company or Parent to consummate expeditiously such Drag-Along Sale and any related transactions, including executing, acknowledging and delivering consents, assignments, waivers (including with respect to any dissenters' rights, appraisal rights or similar rights) and other documents or instruments reasonably necessary or desirable and requested by the Company or Parent in connection therewith and on terms no less favorable to the dragged Holder(s) than those being executed or given by the dragging Holder, and (iii) otherwise use its reasonable best efforts to cooperate with the Company or Parent to ensure the successful consummation of such Drag-Along Sale.

(c) *Company Expenses.* All fees and expenses incident to the performance of, or compliance with, this Section 10 incurred by the Company shall be borne solely by the Company, and the Holders shall not have any responsibility for any such fees and expenses. Any fees or expenses incurred by any Holder on such Holder's own behalf (including the fees and disbursements of counsel, advisors and other Persons retained by such Holder in connection with this Section 10) will not be considered fees and expenses of the Company and will be the responsibility of such Holder.

(d) *Conditions.* Notwithstanding the foregoing, no Holder shall be required to comply with Section 10(b) in connection with any proposed Company Sale unless:

(i) such Holder shall not be required to make any representation, warranty or covenant or provide any indemnity that is not substantially similar to the representations, warranties and covenants made or indemnities provided by all Holders (provided that no Holder shall be required to make any representations, warranties or covenants or provide indemnities as to any other Holders);

(ii) such Holder shall not be liable for the inaccuracy or breach of any representation, warranty or covenant by any other Person not Affiliated with or an agent of such Holder (other than the Company, subject to clause (iii) below) in connection with the Drag-Along Sale;

(iii) the liability for indemnification, if any, of such Holder in such Company Sale shall be several, and not joint or joint and several, with any other Person (provided that indemnification to cover breaches of representations, warranties and covenants of the Company and any other special indemnities provided by the Company shall be borne pro rata in proportion to, and not to exceed, the amount of consideration paid to such Holder in connection with such Drag-Along Sale) and shall in no event exceed the actual proceeds received by such Holder in the Drag-Along Sale (except in the case of fraud or intentional misrepresentation by such Holder);

(iv) no Holder shall be required to sign a covenant not to compete or any similar restrictive covenants;

(v) upon the consummation of the Drag-Along Sale, each Holder will receive the same form and amount of consideration for such Holder's Shares as is received by

other Holders in respect of their Shares of such same class or series of Company capital stock; provided that the form of consideration for the Drag-Along Sale shall be payable or deliverable solely in cash or freely tradeable securities; and

(vi) subject to clause (v) above, requiring the same form of consideration to be available to the holders of any single class or series of Company capital stock, if any holders of any capital stock of the Company are given an option as to the form and amount of consideration to be received upon the consummation of the Drag-Along Sale, all holders of such Company capital stock will be given the same option, subject to compliance with applicable securities Laws.

Notwithstanding the foregoing or anything to the contrary in this Agreement, in the event that all or a portion of the consideration payable to any Holder in connection with such Drag-Along Sale consists of securities and the exchange or sale of such securities to any Holder would require either a registration under the Securities Act or the preparation of a disclosure document pursuant to Regulation D under the Securities Act (or any successor regulation) or a similar provision of any state securities Law, then, at the option of the Parent, such Holders may receive, in lieu of such securities, the fair market value of such securities in cash, as determined in good faith by the Board.

(e) *Permitted Escrow.* If, in respect of a Drag-Along Sale, any Holder fails to comply with the terms hereof and deliver such Holder's Shares and instruments of transfer in respect thereof on the scheduled closing date of such Drag-Along Sale, the Parent may cause the Company to deposit the consideration otherwise payable to such Holder in respect of such Shares in connection with the Drag-Along Sale with a third party escrow agent (including a bank or a financial institution), as escrow holder. In the event of the foregoing: (i) such Shares shall be deemed for all purposes (including the right to vote and receive payment for dividends, if any) to have been Transferred in such Drag-Along Sale; (ii) to the extent that such Shares are evidenced by certificates or other instruments, such certificates and other instruments, as the case may be, shall be deemed cancelled; (iii) the Company shall make an appropriate notation in its records to reflect the cancellation of such Shares; and (iv) the Holder obligated to Transfer such Shares shall merely be a creditor with respect to such Shares with the right only to receive payment of the consideration in respect thereof, without interest, from the escrow funds. If, following the third (3rd) anniversary of the closing date of the Drag-Along Sale, the consideration in respect of such Shares has not been claimed by or on behalf of such Holder (in compliance with any requirements under the terms of the Drag-Along Sale), the escrow deposit (and any interest earned thereon) shall be released as set forth in the terms of the Drag-Along Sale, and such Holder shall forfeit its right to receive such consideration (unless otherwise provided in the terms of such Drag-Along Sale).

11. ***Tag-Along Rights.***

(a) *Exercise.*

(i) Subject to the limitations of this Section 11, if the Parent Transfers more than [***] of its Shares (other than pursuant to a Permitted Transfer) in one transaction or a series of related transactions (a "Tag-Along Sale"), Investor shall have the right to participate in such Transfer on the same terms and conditions as the Parent (as provided in this Section 11, "Tag-Along Rights"). In connection with the foregoing, Parent shall deliver to the Investor a notice, not less than [***] days prior to the proposed consummation of such Transfer, stating: (i) Parent's bona fide intention to Transfer its Shares; (ii) the name of each Proposed Transferee; (iii) the aggregate number of Shares proposed to be Transferred to each Proposed Transferee (the "Tag-Along Sale Total Shares"); and (iv) the bona fide cash price or, in reasonable detail, other consideration for Parent proposes to Transfer such Shares (the "Tag-Along Sale Notice"). To exercise its rights hereunder, Investor must have provided a notice to Parent within [***]

Business Days of the delivery of a Tag-Along Sale Notice (the “Tag-Along Exercise Period”) indicating that Investor wishes to participate in such Transfer and the amount of Shares Investor is willing to sell in such Transfer (the “Tag-Along Election Notice”). Failure by Investor to provide the Tag-Along Election Notice within the Tag-Along Exercise Period shall be regarded as a waiver of its Tag-Along Rights contemplated by this Section 11 with respect to (but only with respect to) the applicable Tag-Along Sale Notice.

(ii) Investor will be entitled to Transfer up to such Holder’s pro rata share of the Tag-Along Sale Total Shares which shall be equal to (x) the number of Tag-Along Sale Total Shares multiplied by (y) a fraction (i) the numerator of which shall be the number of Shares held on the date of the Tag-Along Sale Notice by Investor and (ii) the denominator of which shall be the aggregate number of Shares held on the date of the Tag-Along Sale Notice by Parent and Investor (and, if applicable, any other holder of Shares that elects to participate in such Tag-Along Sale).

(b) *Closing; Consummation of the Tag-Along Sale.* Subject to compliance with applicable state and federal securities Laws, the sale of the Tag-Along Sale Total Shares shall occur within [***] days after the expiration of the Tag-Along Exercise Period. If Investor exercised the Tag-Along Rights in accordance with this Section 11, then Investor shall deliver to Parent at or before the closing of the transactions contemplated in connection with such Tag-Along Rights (the “Tag-Along Closing”), in trust, one or more certificates, properly endorsed for Transfer, representing the number of Tag-Along Sale Total Shares to which Investor is entitled to Transfer pursuant to this Section 11. At the Tag-Along Closing, Parent shall cause such certificates or other instruments to be Transferred and delivered to the Transferee pursuant to the terms and conditions specified in the Tag-Along Sale Notice, and Parent will remit, or will cause to be remitted, to Investor, at the Tag-Along Closing, that portion of the proceeds of the Transfer to which Investor is entitled by reason of Investor’s participation in such Transfer pursuant to the Tag-Along Rights.

(c) *Conditions.* Any Tag-Along Sale consummated pursuant to this Section 11 shall be subject to the following requirements:

(i) no Holder shall be required to make any representation, warranty or covenant or provide any indemnity that is not substantially similar to the representations, warranties and covenants made or indemnities provided by all Holders (provided that no Holder shall be required to make any representations, warranties or covenants or provide indemnities as to any other Holders);

(ii) no Holder shall be liable for the inaccuracy or breach of any representation, warranty or covenant by any other Person not Affiliated with or an agent of such Holder (other than the Company, subject to clause (iii) below) in connection with the Tag-Along Sale;

(iii) the liability for indemnification, if any, of such Holder in such Tag-Along Sale shall be several, and not joint or joint and several, with any other Person (provided that indemnification to cover breaches of representations, warranties and covenants of the Company and any other special indemnities provided by the Company shall be borne pro rata in proportion to, and not to exceed, the amount of consideration paid to such Holder in connection with such Tag-Along Sale) and shall in no event exceed the actual proceeds received by such Holder in the Tag-Along Sale (except in the case of fraud or intentional misrepresentation by such Holder);

(iv) no Holder shall be required to sign a covenant not to compete or any similar restrictive covenants;

(v) upon the consummation of the Tag-Along Sale, each Holder will receive the same form and amount of consideration for such Holder's Shares as is received by other Holders in respect of their Shares of such same class or series of Company capital stock; provided that the form of consideration for the Tag-Along Sale shall be payable or deliverable solely in cash or freely tradeable securities; and

(vi) subject to clause (v) above, requiring the same form of consideration to be available to the holders of any single class or series of Company capital stock, if any holders of any capital stock of the Company are given an option as to the form and amount of consideration to be received upon the consummation of the Tag-Along Sale, all holders of such Company capital stock will be given the same option, subject to compliance with applicable securities Laws.

Notwithstanding the foregoing or anything to the contrary in this Agreement, in the event that all or a portion of the consideration payable to any Holder in connection with such Tag-Along Sale consists of securities and the exchange or sale of such securities to any Holder would require either a registration under the Securities Act or the preparation of a disclosure document pursuant to Regulation D under the Securities Act (or any successor regulation) or a similar provision of any state securities Law, then, at the option of the Parent, such Holders may receive, in lieu of such securities, the fair market value of such securities in cash, as determined in good faith by the Board.

(d) *Exclusion from Tag-Along Rights.* These Tag-Along Rights shall not apply with respect to Common Stock Transferred or to be Transferred to Parent (or one or more of its designees) pursuant to its Right of First Offer.

(e) *Parent's Right To Transfer.* If any of the Tag-Along Sale Total Shares remain available after the exercise by Investor of its Tag-Along Rights, then the Parent shall be free to Transfer any such remaining shares to the Proposed Transferee in accordance with the terms set forth in the Tag-Along Sale Notice; provided, however, that if the Tag-Along Sale Total Shares are not so Transferred during the [***] day period following the expiration of the Tag-Along Exercise Period, then Parent may not Transfer any of such remaining Tag-Along Sale Total Shares without complying again in full with Section 11.

12. ***Conditions to Valid Transfer.***

(a) *Generally.* Any attempt by any Holder to Transfer any Shares in violation of any provision of this Agreement will be null and void *ab initio*. No Shares shall be Transferred by any Holder unless (i) such Transfer is made in compliance with all of the terms of this Agreement and all applicable federal and state securities and banking, lending and related Laws and (ii) prior to such Transfer, the transferee or transferees sign a counterpart to this Agreement pursuant to which it or they agree to be bound by its terms. The Company will not be required to (i) transfer on its books any Shares that have been purportedly Transferred in violation of any provisions of this Agreement or (ii) to treat as owner of any such Shares in violation of the provisions of this Agreement, or accord the right to vote, or pay dividends to any purchaser or other transferee to whom such Shares may have been purportedly so Transferred.

(b) *Bad Actor Transfers Prohibited.* Each Holder agrees not to make any sale, assignment, transfer, pledge or other disposition of any Shares, or any beneficial interest therein, to any person other than the Company unless and until the proposed transferee confirms to the reasonable satisfaction of the Board that neither the proposed transferee nor any of its directors, executive officers, other officers that may serve as a director or officer of any company in which it invests, general partners or managing members nor any person that would be deemed a beneficial owner of those securities (in accordance with Rule 506(d) of the Securities Act) is subject to any Bad Actor Disqualification, except as set forth in Rule 506(d)(2) or (d)(3) under

the Securities Act and disclosed, reasonably in advance of the transfer, in writing in reasonable detail to the Company.

(c) *Securities Matters.* No Transfer of any Shares shall be permitted if (i) such Transfer would violate the Securities Act or any state securities or “blue sky” laws applicable to the Company or to the Shares to be Transferred, (ii) such Transfer would impose liability or reporting obligations on the Company or any Holder thereof under the Exchange Act or would otherwise require the Company or any Holder to make any filing with the Securities and Exchange Commission, (iii) such Transfer would, individually or together with other concurrently proposed Transfers, cause the Company to be regarded as an “investment company” under the Investment Company Act, or (iv) the Company is not, at the time of such proposed Transfer, subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act and following such proposed Transfer, the Company would have (A) in the aggregate, more than 1,950 holders of record (as such concept is understood for purposes of Section 12(g) of the Exchange Act) or (B) in the aggregate, more than 450 holders of record (as such concept is understood for purposes of Section 12(g) of the Exchange Act) who do not satisfy the definition of an “accredited investor” within the meaning of Rule 501(a) under Regulation D of the Securities Act (determined, in each case, in the Company’s sole discretion); provided, that the Board, with the approval of Directors representing at least 75% of the votes represented at the Board, may waive any of the restrictions contained in clauses (i) through (iv). The Company may institute legal proceedings to force rescission of a Transfer prohibited by this Section 12(c) and to seek any other remedy available to it at law, in equity or otherwise, including an injunction prohibiting any such Transfer.

(d) *Authority of Board.* The Board shall have the power to determine all matters related to this Section 12, including matters necessary or desirable to administer or to determine compliance with this Section 12 and, absent actual fraud, bad faith, manifest error, or self-dealing, the determinations of the Board with respect to such matters related to this Section 12 shall be final and binding on the Company, the Holders and any proposed Transferee.

13. ***Stop Transfer Orders.*** In order to ensure compliance with the restrictions referred to herein, each Holder agrees that the Company may issue appropriate “stop transfer” certificates or instructions in the event of a Transfer, or Permitted Transfer, in violation of any provision of this Agreement and that it may make appropriate notations to the same effect in its records.

14. ***Miscellaneous Sale Provisions.***

(a) *Further Assurances.* Each Holder shall take or cause to be taken all such reasonable actions as may be necessary or reasonably desirable in order to consummate expeditiously each Transfer pursuant to Sections 7, 8, 9, 10 or 11 and any related transactions, including executing, acknowledging and delivering consents, assignments, waivers and other documents or instruments, furnishing information and copies of documents, filing applications, reports, returns, filings and other documents or instruments with governmental authorities, and otherwise reasonably cooperating with the applicable selling and purchasing parties.

(b) *Sale Process.* The Seller, in the case of a proposed Transfer pursuant to Sections 7 or 9, or the Parent, in the case of a proposed Transfer pursuant to Sections 8, 10 or 11, shall, in such party’s sole discretion, decide whether or not to pursue, consummate, postpone or abandon any proposed Transfer and the terms and conditions thereof. No party hereto shall have any liability hereunder to any other Person arising from, relating to or in connection with the pursuit, consummation, postponement, abandonment or terms and conditions of any proposed Transfer except to the extent such party shall have failed to comply with the provisions of this Agreement.

15. ***Covenants.*** The Company and each Holder hereby covenants and agrees, as follows:

(a) *Information Rights.* The Company will furnish the following reports to Investor and its Permitted Transferees (for so long as such Holder holds any Shares): [***].

(b) *Inspection.* Upon reasonable advanced request from a Holder that satisfied the Approval Threshold, the Company shall permit each such Holder, or its agents, at

such Holder's expense, during normal business hours to visit and inspect the Company's properties, to examine its books of account and other records, and to discuss the Company's affairs, finances and accounts with its officers; provided, however, that the Company shall not be obligated pursuant to this Section 15(b) to provide access to any information that it reasonably and in good faith considers to be a trade secret or confidential information or the disclosure of which would adversely affect the attorney-client privilege between the Company and its counsel or which is prohibited by a Governmental Authority or by Law from being disclosed; provided, further, that no Holder may exercise its rights pursuant to this Section 15(b) more than [***] times per calendar year. Notwithstanding the foregoing, any reasonable request by Holder for management discussions with respect to, or for the access to the supporting financial information used to establish: (i) the Company's calculation of Book Value or Repurchase Book Value to the extent used in connection with the Company's exercise of its Repurchase Right; or (ii) the calculation of Company Valuation Upon Exchange to the extent used in connection with an Exchange, in either case, shall not count toward the bi-annual limit in the preceding sentence.

(c) *Confidentiality.* Notwithstanding anything in this Agreement to the contrary, no Holder by reason of this Agreement shall have access to any trade secrets or classified information of the Company. The Company shall not be required to comply with any information rights of Section 15 in respect of any Holder whom the Company reasonably determines to be a competitor; provided, however, the Company acknowledges and agrees that none of the Holders is currently a competitor. Each Holder acknowledges that the information received by such Holder from the Company is confidential and for such Holder's use only, and such Holder's will not (i) use such confidential information in violation of the Exchange Act or for any purpose other than to evaluate such Holder's investment in the Company or (ii) reproduce, disclose or disseminate such information to any other person (except (1) such Holder's employees, investors, Affiliates that are not operating portfolio companies, representatives, attorneys or agents having a need to know the contents of such information in order for such Holder to evaluate such Holder's investment in the Company, (2) in connection with the exercise of such Holder's rights contemplated by this Agreement or (3) to any then-current or prospective lender to or purchaser of securities of Holder (as long as such lender or purchaser agreed to be bound by confidentiality and non-use provisions similar to this Section 15(c) and such lender or purchaser is not an operating portfolio company of such Holder)), unless the Company has made such information available to the public generally or such Holder is required to disclose such information by a Governmental Authority or by Law. In the event that any Holder is requested or required by applicable Law to disclose any of the Company's information that is subject to this Section 15(c) to a Governmental Authority or by Law, such Holder shall, and shall direct its representatives to, as applicable, (to the extent practicable and permissible by Law) provide the Company with prompt written notice (email shall suffice), prior to disclosure, of such request or requirement and the documents requested thereby so that the Company may seek, at its sole cost, an appropriate protective order or other remedy. If in the absence of a protective order or other remedy, such Holder or its representatives, as applicable, is, upon the advice of counsel, compelled, requested or required to disclose the Company's information that is subject to this Section 15(c), such Holder or its representatives, as applicable, may disclose only that portion of the Company's information that is subject to this Section 15(c) that is compelled, requested or required to be disclosed and, in the event such disclosure is made, shall exercise commercially reasonable efforts to preserve the confidentiality of the Company's information that is subject to this Section 15(c), including reasonable efforts to obtain reliable assurance that confidential treatment will be accorded to that portion of the Company's information that is subject to this Section 15(c) that is being disclosed. Each Holder shall cause each of such Holder's employees, investors, Affiliates, representatives, attorneys, agents or prospective purchasers who have access to any of the Company's information that is subject to this Section 15(c) to observe the terms of this Section 15(c) with respect to such information. The covenants set forth in Section 15(c) shall survive until the earlier of (x) the [***] year anniversary of any termination of this Agreement or (y) with respect to any Holder, the [***] year anniversary of the date upon which such Holder or any of its

Permitted Transferees no longer owned any Common Stock of the Company. Notwithstanding the foregoing, any of the Company's information that is subject to this Section 15(c) may be disclosed, and no notice as referenced above is required to be provided, pursuant to requests or requirements for information in connection with routine audit or supervisory examinations by, or a blanked document request from, a governmental entity or regulatory or self-regulatory authorities with the jurisdiction over such Holder or its representatives and not directed at the Company.

(d) **"Bad Actor" Notice.** Each party to this Agreement will promptly notify each other party to this Agreement in writing if it or, to its knowledge, any person specified in Rule 506(d)(1) under the Securities Act becomes subject to any Bad Actor Disqualification.

(e) **Regulatory Cooperation.** The Holders acknowledge that the Bank is subject to supervision and regulation by the Federal Deposit Insurance Corporation and the State of Nevada, and that the Company or certain of its subsidiaries is subject to supervision and regulation by state regulators in certain states where it holds licenses to conduct certain lending activities including but not limited to servicing loans. The Company and the Holders agree to cooperate in good faith and use commercially reasonable efforts to address applicable banking, lending, and related Laws and related directives, orders, and guidance from applicable Governmental Authorities. Without limiting the foregoing, (i) neither the Company or any Holder shall take any action that would cause any Investor to own more than 4.9% of any class of voting securities of the Company or the Bank and (ii) each Investor agrees to provide to the Company, Parent, or the Bank, as applicable, all such information regarding such Investor and its affiliates as is reasonably requested by the Company, Parent, or the Bank for the purpose of complying with applicable banking, lending, and related Laws and with the directives, orders, and guidance of any Governmental Authority; provided, however, that the Company, Parent, and the Bank, shall treat such information as confidential and not disclose or otherwise use such information for any purpose other than compliance with such banking, lending and related Laws or such directives, orders, and guidance.

(f) **Other Investor Terms.** The terms set forth in this Agreement are, in the aggregate, substantially similar to and no less favorable than the terms agreed with any other Person that entered into an agreement to acquire securities in the Company on or around the date of the Closing.

16. **Conflicting Organizational Document Provisions.** The parties hereto shall vote all of their Shares and execute proxies or written consents, as the case may be, and shall take all Necessary Action reasonably available within their power, to ensure that the Certificate of Incorporation and Bylaws each facilitate, and do not at any time conflict with, any provision of this Agreement. In the event of any ambiguity or conflict arising between the terms of this Agreement and those of the Certificate of Incorporation or Bylaws, the Company and the Holders shall take all Necessary Action reasonably available within their power to amend the Certificate of Incorporation or Bylaws, as the case may be, to eliminate such ambiguity or conflict such that the terms of this Agreement shall prevail. The parties hereto acknowledge and agree that the Certificate of Incorporation, in the form attached hereto as Exhibit C, and the Bylaws, in the form attached hereto as Exhibit D, do not conflict with any provision of this Agreement.

17. **Non-Circumvention.** No Holder that is not an individual shall permit the Transfer of any of its Shares, or register the Transfer of any of its Shares on its books, to the extent such Transfer is intended to effect a Transfer of the Shares held by such Holder in circumvention of the restrictions contained herein. No prohibition or restriction set forth herein may be circumvented by doing indirectly anything which if done directly would be prohibited or restricted hereunder or under this Agreement or the Certificate of Incorporation.

18. **Termination.** This Agreement shall become effective upon the execution hereof and, except as otherwise expressly set forth herein, shall terminate and be of no further force or effect with respect to any particular Holder, automatically without any action on the part of such Holder upon the earliest of (a) a Company Sale and (b) when such Holder and its Permitted

Transferees no longer holds any Shares. No termination under this Agreement shall relieve any Person of liability for breach prior to termination.

19. **Additional Shares.** The provisions of this Agreement shall apply to the full extent set forth herein with respect to Shares, to any and all shares of capital stock of the Company or any successor or assign of the Company (whether by merger, consolidation, sale of assets or otherwise) which may be issued in respect of, in exchange for, or in substitution of the Shares, by reason of a stock dividend, stock split, stock issuance, reverse stock split, combination, recapitalization, reclassification, merger, consolidation or otherwise or which are acquired by any Holder in any other manner.

20. **Stock Certificate Legends.** To the extent Shares are certificated, each certificate representing Shares now held or hereafter acquired by any Holder shall for as long as this Agreement is effective bear legends substantially in the following forms:

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR THE SECURITIES LAWS OF ANY STATE. THE SECURITIES MAY NOT BE OFFERED AND SOLD EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER SUCH ACT AND APPLICABLE STATE SECURITIES LAWS OR PURSUANT TO AN APPLICABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE ACT AND SUCH LAWS OR PURSUANT TO A WRITTEN OPINION OF COUNSEL FOR THE COMPANY (OR SUCH OTHER EVIDENCE AS IS REASONABLY ACCEPTABLE TO THE COMPANY) THAT SUCH REGISTRATION IS NOT REQUIRED.

THE SALE, ASSIGNMENT, HYPOTHECATION, PLEDGE, ENCUMBRANCE OR OTHER DISPOSITION (EACH A "TRANSFER") AND VOTING OF ANY OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE RESTRICTED BY THE TERMS OF THE STOCKHOLDERS AGREEMENT, DATED AS OF OCTOBER 31, 2025, BY AND AMONG THE COMPANY AND THE HOLDERS NAMED THEREIN AS AMENDED FROM TIME TO TIME, A COPY OF WHICH MAY BE INSPECTED AT THE COMPANY'S PRINCIPAL OFFICE. THE COMPANY WILL NOT REGISTER THE TRANSFER OF SUCH SECURITIES ON THE BOOKS OF THE COMPANY UNLESS AND UNTIL THE PURPORTED TRANSFER HAS BEEN MADE IN COMPLIANCE WITH THE TERMS OF THE STOCKHOLDERS AGREEMENT.

21. **Authority; Effect.** Each party hereto, severally and not jointly or jointly and severally, represents and warrants to and agrees with each other party that (a) the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized on behalf of such party and do not violate any agreement or other instrument applicable to such party or by which its assets are bound and (b) this Agreement constitutes a legal, valid and binding obligation of such party, enforceable against such party in

accordance with its terms, except to the extent that the enforcement of the rights and remedies created hereby is subject to (i) bankruptcy, insolvency, reorganization, moratorium and other Laws of general application affecting the rights and remedies of creditors generally and (ii) general principles of equity.

22. **Miscellaneous.**

(a) *Interpretation.* Except as otherwise expressly provided herein:

(i) Definitions shall be equally applicable to both nouns and verbs and the singular and plural forms of the terms defined;

(ii) Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms;

(iii) All references herein to Sections, and Exhibits shall be deemed to be references to Sections of, and Exhibits to, this Agreement unless the context shall otherwise require;

(iv) All Exhibits attached hereto shall be deemed incorporated herein as if set forth in full herein;

(v) The words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation”;

(vi) All references to a Person in a particular capacity shall refer to such Person in such capacity and not in any other capacity;

(vii) All accounting terms not defined in this Agreement shall have the meanings determined by United States generally accepted accounting principles as in effect from time to time;

(viii) The words “hereof”, “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement;

(ix) The terms “Dollars” and “\$” mean U.S. Dollars, the lawful currency of the United States of America;

(x) With respect to the determination of any period of time, the word “from” means “from and including” and the words “to” and “until” each means “to but excluding”;

(xi) The word “or” shall be disjunctive but not exclusive.

(xii) References to a Person are also to its permitted successors and permitted assigns; provided, that nothing contained in this Section 22(a) is intended to authorize any assignment or transfer not otherwise permitted by this Agreement;

(xiii) The word “will” shall be deemed to have the same meaning as the word “shall”;

(xiv) Any statute defined or referred to herein or in any agreement or instrument that is referred to herein means such statute as from time to time amended, modified, supplemented or restated, including by succession of comparable successor statutes;

(xv) Any agreement or instrument defined or referred to herein or in any agreement or instrument that is referred to herein means such agreement or instrument as from time to time amended, modified, supplemented or restated, including by waiver or consent, and references to all attachments thereto and instruments incorporated therein, but in the case of each of the foregoing, only to the extent that such amendment, modification, supplement, restatement, waiver or consent is effected in accordance with the terms and conditions thereof; and

(xvi) The table of contents, headings, subheadings and captions contained in this Agreement are included for convenience of reference only, and in no way define, limit or describe the scope of this Agreement or the intent of any provision hereof.

(b) *No Presumption.* With regard to each and every term and condition of this Agreement, the parties hereto understand and agree that the same have or has been mutually negotiated, prepared and drafted, and if at any time the parties hereto desire or are required to interpret or construe any such term or condition, no consideration will be given to the issue of which party hereto actually prepared, drafted or requested any term or condition of this Agreement.

(c) *Notices.* All notices, requests, demands, consents, instructions or other communications required or permitted hereunder shall be in writing and emailed, mailed, or delivered to each party as follows (or at such other postal address or email address as the such party shall have furnished to each other party in accordance with this Section 22(c)):

(i) if to any Holder, at such Holder's postal address or email address set forth on such Holder's signature page hereto, or at such other postal address or email address as such Holder shall have furnished the Company;

(ii) if to Investor:

KKR Morrow OpCo Aggregator LLC
[***]

with a copy (which shall not constitute notice) to:

[***]

(iii) if to the Company:

Harley-Davidson Financial Services, Inc.
[***]

with a copy (which shall not constitute notice) to:

[***]

All such notices and communications will be deemed effectively given the earlier of (i) when received, (ii) when delivered personally, (iii) one (1) Business Day after being delivered by email (with receipt of appropriate confirmation), (iv) one (1) Business Day after being deposited with an overnight courier service of recognized standing or (v) four (4) days after being deposited in the U.S. mail, first class with postage prepaid. With respect to any notice given by the Company under any provision of the DGCL or the Certificate of Incorporation or the Bylaws, each Holder agrees that such notice may be given by email. In the event of any conflict between the

Company's books and records and this Agreement or any notice delivered hereunder, the Company's books and records will control absent fraud or error. Each Holder hereby agrees and consents to receive notices by the Company of any stockholders meetings (including any notices required under the Bylaws) by email.

(d) *Successors and Assigns.* The provisions of this Agreement shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto and is not intended to confer any rights, benefits or remedies, obligations or liabilities upon, and shall not be enforceable by, any other Person. Except as otherwise expressly provided herein, no Holder may assign any of its respective rights or delegate any of its respective obligations under this Agreement without the prior written consent of the other parties hereto, and any attempted assignment or delegation in violation of the foregoing shall be null and void; provided, that each Holder may assign, charge or otherwise grant security over all of any of its rights under this Agreement to any of its or its Affiliates, lenders and their assignees or transferees from time to time; provided, further that in the case of the prior proviso, such assignments will not relieve Holder of any of its obligations under this Agreement. The Company shall not permit the transfer of any Shares on its books or issue a new certificate representing any transferred Shares unless and until the Person to whom such security is to be transferred shall have executed a written agreement pursuant to which such Person becomes a party to this Agreement and agrees to be bound by all the provisions hereof as if such Person were a Holder, and upon delivery of such written agreement to the Company and compliance with all other terms and conditions of this Agreement, such Person shall be deemed a Holder hereunder.

(e) *Governing Law.* This Agreement shall be governed in all respects by and construed in accordance with the Laws of the State of Delaware without regard to principles of conflicts of law would result in the application of the Laws of any other jurisdiction.

(f) *Dispute Resolution.* [***]

(g) *Waiver of Jury Trial.* THE PARTIES HERETO KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EACH HAS OR MAY HAVE TO A TRIAL BY JURY WITH RESPECT OF ANY LITIGATION BROUGHT BY ANY PARTY BASED ON ANY RIGHT, OBLIGATION, TERM OR COVENANT UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF EITHER PARTY AND THEIR RESPECTIVE OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES OR AGENTS IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

(h) *Further Assurances.* Each party hereto agrees to execute and deliver, by the proper exercise of its corporate, limited liability company, partnership or other powers, all such other and additional instruments and documents and so all such other acts and things as may be necessary to more fully effectuate this Agreement.

(i) *Entire Agreement.* This Agreement and the other Transaction Documents (as defined in the Purchase Agreement) and the exhibits and schedules hereto and thereto constitute the full and entire understanding and agreement between the parties with regard to the subjects hereof. No party hereto shall be liable or bound to any other party in any manner with regard to the subjects hereof or thereof by any warranties, representations or covenants except as specifically set forth herein or therein.

(j) *Not a Voting Trust; Related Matters.* This Agreement is not a voting trust governed by Section 218 of the DGCL and should not be interpreted as such. Each Holder shall not, and shall not permit any entity under Holder's control to (i) deposit any Shares or any interest in any Shares in a voting trust, voting agreement or similar agreement, (ii) grant any proxies, consent or power of attorney or other authorization or consent with respect to any of the

Shares or (iii) subject any of the Shares to any arrangement with respect to the voting of the Shares, in each case, that conflicts with or prevents the implementation of this Agreement.

(k) *Specific Performance.* It is hereby agreed and acknowledged that it will be impossible to measure in money the damages that would be suffered if the parties fail to comply with any of the obligations herein imposed on them and that, in the event of any such failure, an aggrieved other party will be irreparably damaged and will not have an adequate remedy at Law. Any such party shall, therefore, be entitled (in addition to any other remedy to which such party may be entitled at Law or in equity) to injunctive relief, including specific performance, to enforce such obligations, without the posting of any bond and if any action should be brought in equity to enforce any of the provisions of this Agreement, none of the parties shall raise the defense that there is an adequate remedy at Law.

(l) *Amendment.* Except as expressly provided herein, neither this Agreement nor any term hereof may be amended, waived, discharged or terminated other than by a written instrument referencing this Agreement and signed by (i) the Company and (ii) Parent. Notwithstanding the foregoing, (i) any provision hereof may be waived by any waiving party on such party's own behalf, without the consent of any other party, and any such waivers provided prior to the Effective Date shall be deemed valid and in full force and effect; and (ii) the provisions of Sections 3(a), 3(e), 3(h), 4, 5, 6, 7, 8, 9, 10, 11, 15 and 22 (and any definitions related thereto), with respect a Holder, may not be amended or waived, discharged or terminated without the consent of such Holder. Notwithstanding the foregoing, any amendment, termination or waiver (x) to this Agreement that disproportionately affects in any material and adverse manner a particular Holder relative to the other Holders will require such Holder's prior consent and (y) of this sentence shall require, in addition to the consent otherwise required pursuant to this Section 22(l), to the extent that such amendment, termination or waiver of this sentence would disproportionately treat in any material and adverse manner a particular Holder relative to the other Holders, the consent of such Holder; provided that, in the case of each of the foregoing clause (x) and (y), whether an effect is disproportionate, material or adverse shall be based on a facial reading of such amendment, termination or waiver and not take into account any extrinsic characteristics of such Holder (including, but not limited to tax characteristics).

(m) *No Waiver.* The failure or delay by a party to enforce any provision of this Agreement will not in any way be construed as a waiver of any such provision or prevent that party from thereafter enforcing any other provision of this Agreement. The rights granted all parties hereunder are cumulative and will not constitute a waiver of any party's right to assert any other legal remedy available to it. Notwithstanding the foregoing or any other provision hereof, each Investor hereby waives its right to enforce any provision of this Agreement against any other party to this Agreement unless such provision relates to a restriction set forth in 12 C.F.R. § 225.9(b)(1)-(8), such that enforcement of such provision would not cause such Investor to control the securities of any other party to this Agreement thereunder, or under any successor regulation or amendment thereto.

(n) *Severability.* Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Agreement is held by any court of competent jurisdiction to be invalid, illegal or unenforceable in any respect under any applicable Law in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or the effectiveness or validity of any provision in any other jurisdiction, and this Agreement shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein or if such term or provision could be drawn more narrowly so as not to be illegal, invalid or unenforceable in such jurisdiction, it shall be deemed so narrowly drawn, as to such jurisdiction, without invalidating the remaining terms and provisions of this Agreement or affecting the legality, validity or enforceability of such term or provision in any other jurisdiction.

(o) *Counterparts.* This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute

one and the same agreement. Facsimile copies of signed signature pages will be deemed binding originals.

(p) *Several Liability of Holder.* Each representation, warranty, covenant and agreement of the Holders hereunder is made on a several, and not joint or joint and several, basis. No Holder shall be liable for any other Holder's breach of this Agreement.

(q) *Expenses.* Except as set forth in Section 3(g), all costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such cost or expense.

(r) *No Recourse.* This Agreement may only be enforced against, and any claims or cause of action that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement may only be made against the Persons expressly identified as parties hereto and no past, present or future Affiliate, director, officer, employee, incorporator, member, manager, partner, stockholder, controlling person, fiduciary, agent, attorney or representative of any party hereto, or any past, present or future Affiliate, director, officer, employee, incorporator, member, manager, partner, stockholder, controlling person, fiduciary, agent, attorney or representative of any of the foregoing shall have any liability for any obligations or liabilities of the parties to this Agreement or for any claim based on, in respect of, or by reason of, the transactions contemplated hereby.

(Signature Pages Follow)

The parties have executed this Stockholders Agreement as of the Effective Date.

COMPANY:

HARLEY-DAVIDSON FINANCIAL SERVICES, INC.,
a Delaware corporation

By: /s/ David Viney
Name: David Viney
Title: Vice President & Treasurer

HOLDERS:

HARLEY-DAVIDSON, INC.,
a Wisconsin corporation

By: /s/ Jonathan R. Root
Name: Jonathan R. Root
Title: Chief Financial Officer and President, Commercial

KKR MORROW OPCO AGGREGATOR LLC,
a Delaware limited liability company

By: [***]
Name: [***]
Title: [***]

[Signature Page to Stockholders Agreement]

Certain portions of this Exhibit have been redacted pursuant to Item 601(b)(10) of Regulation S-K and, where applicable, have been marked with “[***]” to indicate where redactions have been made.

Execution Version

ASSIGNMENT AND ASSUMPTION AGREEMENT (BACK BOOK PSA)

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this “*Assignment*”), effective as of October 31, 2025 (the “*Effective Date*”), is by and between Cavendish LLC, a Delaware limited liability company (“*Assignor*”), and HDL Trust (the “*Trust*”), by UMB Bank, National Association, not in its individual capacity, but solely as trustee for the Trust (“*Assignee*”).

WHEREAS, Assignor and Harley-Davidson Credit Corp., a Nevada corporation (the “*Seller*”) have entered into that certain Back Book Purchase and Sale Agreement, dated as of July 30, 2025 (the “*Purchase Agreement*”); and

WHEREAS, Assignor has agreed to assign all of its rights, title and interests in, and Assignee has agreed to assume all of Assignor’s rights and obligations under, the Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Definitions.** All capitalized terms used in this Assignment but not otherwise defined herein are given the meanings set forth in the Purchase Agreement.
2. **Assignment and Assumption.** Assignor hereby sells, assigns, grants, conveys and transfers to Assignee all of Assignor’s right, title and interest in and to the Purchase Agreement. Assignee hereby accepts such assignment and assumes all of Assignor’s rights and obligations under the Purchase Agreement and agrees to pay, perform and discharge, as and when due, all of the obligations of Assignor under the Purchase Agreement accruing on and after the Effective Date.
3. **Governing Law.** This Assignment shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).
4. **Modifications; Amendments.** This Assignment may not be modified or amended in any manner other than by a written agreement signed by Assignor and Assignee.
5. **Binding Effect; Successors and Assigns.** This Assignment and the obligations of Assignor and Assignee hereunder shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.
6. **Counterparts.** This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.
7. **Further Assurances.** Each of the parties hereto shall execute and deliver, at the reasonable written request of the other party hereto, such additional documents, instruments,

conveyances and assurances in writing and take such further actions as such other party may reasonably request to carry out the provisions hereof and give effect to the transactions contemplated by this Assignment.

8. **Limitation of Liability.** It is expressly understood and agreed by the parties (and any person claiming by or through the parties hereto) that (i) this Assignment is executed and delivered by UMB Bank, National Association (“**UMB Bank**”) not individually or personally but solely in its representative capacity as trustee of the Trust in the exercise of the powers and authority conferred and vested in it under the Trust’s trust agreement, (ii) each of the undertakings and agreements herein made on the part of the Assignee is made and intended not as personal undertakings or agreements by UMB Bank but is made and intended for the purpose of binding only the Assignee and the Trust, (iii) nothing herein contained shall be construed as creating any obligation or liability on UMB Bank, individually or personally, to perform any covenant either expressed or implied contained herein, all such liability, if any, being expressly waived by the parties hereto and by any person claiming by, through or under the parties hereto, (iv) UMB Bank has made no investigation as to the accuracy or completeness of any representations and warranties made in this Assignment, (v) under no circumstances shall UMB Bank (in its individual capacity or as the Assignee) be personally liable for the payment of any indebtedness, indemnification or expenses of the Assignee and/or the Trust or be liable for the performance, breach or failure of any obligation or covenant made or undertaken by the Trust, Assignee and/or the Assignor under this Assignment or any related document, (vi) any and all of the rights privileges, benefits, protections, limitations of liability, immunities, and indemnities set forth in the Trust’s trust agreement (and any and all related agreements and documents) in favor of UMB Bank, the Trust, and/or Trustee shall be incorporated by reference under this Assignment, and (vii) UMB Bank, in any and all of its capacities, shall not have any responsibility or any liability relating in any way to the review, monitoring, examination, verification, and/or identification of any loans (or any other assets) for repurchase (including, without limitation, any breaches of representations or warranties and/or deviations from any underwriting criteria and/or requirements), and/or initiating, responding to, and/or managing any requests for repurchase of any loans (or any other assets), provided further that UMB Bank shall not be required to take any action related in any way thereto unless directed in writing by the Program Manager. Without limitation of anything in the foregoing, in no event shall UMB Bank have any liability to any person under or in connection with this Assignment, any liability of UMB Bank and/or the Assignee being solely the liability of the Trust and solely limited to the assets of the Trust.

9. **Program Manager’s Obligations.** It is expressly understood and agreed by the parties (and any person claiming by or through the parties hereto) that the Program Manager, on behalf of the Beneficiary and/or the Trustee, shall perform all of the obligations of the “Purchaser,” “Buyer” or “Owner” (or similar terms therein), as the case may be, under the Purchase Agreement and any other related agreement and/or document assigned to, and/or entered into by, the Trustee, and the Program Manager, on behalf of the Beneficiary and/or the Trustee, shall be entitled to exercise any and all rights of the “Purchaser,” “Buyer” or “Owner” (or similar terms therein), as the case may be, on behalf of the Beneficiary and/or the Trustee. In addition, each and every right, obligation, and/or responsibility, and/or exercise of discretion on the part of Trustee on behalf of the Trust under this Assignment and/or any of the other Basic Documents, as it relates to any such right, obligation, and/or responsibility of the Trustee on behalf of the Trust, will be made, and as it relates to any discretionary action, may be

made, by the Program Manager and shall be effective, honored by and binding on all of the parties without the need for any further or separate action by the Trustee or the Trust.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Assignment to be effective as of the date first above written.

ASSIGNOR:

CAVENDISH LLC

By: [***]
Name: [***]
Title: [***]

[***]

By: [***]
Name: [***]
Title: [***]

[***]

By: [***]
Name: [***]
Title: [***]

[***]

By: [***]
Name: [***]
Title: [***]

[***]

By: [***]
Name: [***]
Title: [***]

[***]

By: [***]
Name: [***]
Title: [***]

[***]

By: [***]
Name: [***]
Title: [***]

[Signature Page to Assignment and Assumption Agreement – Back Book PSA]

ASSIGNEE:

HDL TRUST, as Assignee

By: UMB BANK, NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL
CAPACITY, BUT SOLELY AS TRUSTEE FOR HDL TRUST, as Assignee

By: /s/ Reneta Kovacheva

Name: Reneta Kovacheva

Title: Vice President

[Signature Page to Assignment and Assumption Agreement – Back Book PSA]

Certain portions of this Exhibit have been redacted pursuant to item 601(b)(10) of Regulation S-K and, where applicable, have been marked with “[***]” to indicate where redactions have been made.

Execution Version

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this “Agreement”) is entered into as of October 31, 2025 by and among Cavendish LLC, a Delaware limited liability company (“Assignor”), [***], [***], [***], [***], [***], [***] (each, an “Assignee,” and collectively, the “Assignees”) and Harley-Davidson Financial Services, Inc. (the “Company”). All terms used and not defined herein have the meanings set forth in the Subscription Agreement (as defined below).

WITNESSETH:

WHEREAS, reference is hereby made to that certain Subscription Agreement, dated as of July 30, 2025, by and between Assignor and the Company, attached hereto as Exhibit A (the “Subscription Agreement”), pursuant to which, among other things, Assignor subscribed for and agreed to purchase from the Company Class A Common Stock equal to 4.90% of all issued and outstanding Common Stock of the Company, on a fully diluted basis, following the Closing for an aggregate Cash Consideration of [***] on the terms and subject to the conditions provided for in the Subscription Agreement;

WHEREAS, pursuant to Section 9.4 of the Subscription Agreement, Assignor may assign or transfer all or any portion of its rights and obligation under this Agreement to a Permitted Transferee in accordance with the terms of the Stockholders Agreement;

WHEREAS, each of the Assignees are an Affiliate (as defined in the Stockholders Agreement) of the Assignor and any assignment of all or any portion of the rights and obligations of the Assignor under the Subscription Agreement and Shareholder Agreement would qualify as a Permitted Transfer; and

WHEREAS, Assignor desires to assign and transfer to the Assignees, and the Assignees desires to acquire, accept and assume from Assignor, Assignor’s rights, title and interests in and to, and obligations and liabilities under, the Subscription Agreement in proportion to the amount set forth as “Percentage of Assigned Rights and Obligations” as set forth next to the name of such Assignee on Schedule 1 hereto (collectively, the “Assigned Rights and Obligations”).

NOW, THEREFORE, for mutual consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment and Assumption. Effective as of the date hereof, Assignor hereby conveys, assigns, transfers and delivers to the Assignees, and each Assignee hereby accepts and assumes from Assignor, its respective Assigned Rights and Obligations. Each Assignee hereby undertakes to pay, satisfy and discharge any obligation or liability of any kind relating to its Assigned Rights and Obligations. Upon the Closing, each Assignee shall subscribe for and be issued the number of shares of Common Stock set forth next to such Assignee's name on Schedule 1 in exchange for the payment of the Cash Consideration set forth next to such Assignee's name on Schedule 1 to the Company. Notwithstanding the foregoing, the Assignor shall remain liable to pay, satisfy and discharge any obligation or liability of any kind relating to Assigned Rights and Obligations.
2. Representations and Warranties of Assignor and Assignees. Each of Assignor and the Assignees represents and warrants to the Company that each Assignee is an Affiliate of the Assignor and any assignment of all or any portion of the rights and obligations of the Assignor under the Subscription Agreement and Shareholder Agreement would qualify as a Permitted Transfer.
3. Terms of Subscription Agreement. The terms of the Subscription Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities set forth therein, are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Subscription Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Subscription Agreement and the terms hereof, the terms of the Subscription Agreement shall govern.
4. Further Assurances. The parties hereto shall execute and deliver or cause to be executed and delivered such additional documents and take such additional actions as the parties hereto reasonably may deem to be practical and necessary in order to consummate the transactions contemplated by this Agreement.
5. Other Provisions. Article 9 of the Subscription Agreement is incorporated to this Agreement, *mutatis mutandis*.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

COMPANY:

HARLEY-DAVIDSON FINANCIAL SERVICES, INC.

By: /s/ David Viney

Name: David Viney

Title: Vice President and Treasurer

ASSIGNOR:

CAVENDISH LLC

[***]

By: [***]

Name: [***]

Title: [***]

[***]

By: [***]

Name: [***]

Title: [***]

[***]

By: [***]

Name: [***]

Title: [***]

[***]

By: [***]

Name: [***]

Title: [***]

[***]

By: [***]

Name: [***]

[Signature Page to Assignment and Assumption Agreement]

Title: [***]

[***]

By: [***]

Name: [***]

Title: [***]

[***]

By: [***]

Name: [***]

Title: [***]

[Signature Page to Assignment and Assumption Agreement]

ASSIGNEES:

[***]

By: [***]
Name: [***]
Title: [***]

[***]

By: [***]
Name: [***]
Title: [***]

[***]

By: [***]
Name: [***]
Title: [***]

[***]

By: [***]
Name: [***]
Title: [***]

[***]

By: [***]
Name: [***]
Title: [***]

[***]

By: [***]
Name: [***]
Title: [***]

Schedule 1

Schedule of Assignment

Assignee	Percentage of Assigned Rights and Obligations	Shares of Common Stock to be Issued Upon Closing	Cash Consideration owed by Assignee
***	***	***	***
***	***	***	***
***	***	***	***
***	***	***	***
***	***	***	***
***	***	***	***
Total:	100.0000%	***	***

Exhibit A

Subscription Agreement

(see attached)

Certain portions of this Exhibit have been redacted pursuant to Item 601(b)(10) of Regulation S-K and, where applicable, have been marked with “[***]” to indicate where redactions have been made.

Execution Version

ASSIGNMENT AND ASSUMPTION AGREEMENT (Servicing Agreement – Back Book)

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this “*Assignment*”), effective as of October 31, 2025 (the “*Effective Date*”), is by and between Cavendish LLC, a Delaware limited liability company (“*Assignor*”), and HDL Trust (the “*Trust*”), by UMB Bank, National Association, not in its individual capacity, but solely as trustee for the Trust (“*Assignee*”).

WHEREAS, Assignor and Harley-Davidson Credit Corp., a Nevada corporation (“*HDCC*”), as servicer (solely in its capacity as Servicer, together with its successor and assigns, the “*Servicer*”), have entered into that certain Servicing Agreement, dated as of July 30, 2025 (the “*Servicing Agreement*”); and

WHEREAS, Assignor has agreed to assign all of its rights, title and interests in, and Assignee has agreed to assume all of Assignor’s rights and obligations under, the Servicing Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Definitions.** All capitalized terms used in this Assignment but not otherwise defined herein are given the meanings set forth in the Servicing Agreement.
2. **Assignment and Assumption.** Assignor hereby sells, assigns, grants, conveys and transfers to Assignee all of Assignor’s right, title and interest in and to the Servicing Agreement. Assignee hereby accepts such assignment and assumes all of Assignor’s rights and obligations under the Servicing Agreement and agrees to pay, perform and discharge, as and when due, all of the obligations of Assignor under the Servicing Agreement accruing on and after the Effective Date.
3. **Governing Law.** This Assignment shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).
4. **Modifications; Amendments.** This Assignment may not be modified or amended in any manner other than by a written agreement signed by Assignor and Assignee.
5. **Binding Effect; Successors and Assigns.** This Assignment and the obligations of Assignor and Assignee hereunder shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.
6. **Counterparts.** This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by email or other means of electronic

transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

7. **Further Assurances.** Each of the parties hereto shall execute and deliver, at the reasonable written request of the other party hereto, such additional documents, instruments, conveyances and assurances and take such further actions as such other party may reasonably request in writing to carry out the provisions hereof and give effect to the transactions contemplated by this Assignment.

8. **Limitation of Liability.** It is expressly understood and agreed by the parties (and any person claiming by or through the parties hereto) that (i) this Assignment is executed and delivered by UMB Bank, National Association (“**UMB Bank**”) not individually or personally but solely in its representative capacity as trustee of the Trust in the exercise of the powers and authority conferred and vested in it under the Trust’s trust agreement, (ii) each of the undertakings and agreements herein made on the part of the Assignee is made and intended not as personal undertakings or agreements by UMB Bank but is made and intended for the purpose of binding only the Assignee and the Trust, (iii) nothing herein contained shall be construed as creating any obligation or liability on UMB Bank, individually or personally, to perform any covenant either expressed or implied contained herein, all such liability, if any, being expressly waived by the parties hereto and by any person claiming by, through or under the parties hereto, (iv) UMB Bank has made no investigation as to the accuracy or completeness of any representations and warranties made in this Assignment, (v) under no circumstances shall UMB Bank (in its individual capacity or as the Assignee) be personally liable for the payment of any indebtedness, indemnification or expenses of the Assignee and/or the Trust or be liable for the performance, breach or failure of any obligation or covenant made or undertaken by the Trust, Assignee, and/or the Assignor under this Assignment or any related document, (vi) any and all of the rights, privileges, benefits, protections, limitations of liability, immunities, and indemnities set forth in the Trust’s trust agreement (and any and all related agreements and documents) in favor of UMB Bank, the Trust, and/or Trustee shall be incorporated by reference under this Assignment, and (vii) UMB Bank, in any and all of its capacities, shall not have any responsibility or any liability relating in any way to the review, monitoring, examination, verification, and/or identification of any loans (or any other assets) for repurchase (including, without limitation, any breaches of representations or warranties and/or deviations from any underwriting criteria and/or requirements), and/or initiating, responding to, and/or managing any requests for repurchase of any loans (or any other assets), provided further that UMB Bank shall not be required to take any action related in any way thereto unless directed in writing by the Program Manager. Without limitation of anything in the foregoing, in no event shall UMB Bank have any liability to any person under or in connection with this Assignment, any liability of UMB Bank and/or the Assignee being solely the liability of the Trust and solely limited to the assets of the Trust.

9. **Program Manager’s Obligations.** It is expressly understood and agreed by the parties (and any person claiming by or through the parties hereto) that the Program Manager, on behalf of the Beneficiary and/or the Trustee, shall perform all of the obligations of the “Purchaser,” “Buyer” or “Owner” (or similar terms therein), as the case may be, under the Servicing Agreement and any other related agreement and/or document assigned to, and/or entered into by, the Trustee, and the Program Manager, on behalf of the Beneficiary and/or the Trustee, shall be entitled to exercise any and all rights of the “Purchaser,” “Buyer” or “Owner” (or similar terms therein), as the case may be, on behalf of the Beneficiary and/or the Trustee. In addition, each and every right, obligation, and/or responsibility, and/or exercise of

discretion on the part of Trustee on behalf of the Trust under this Assignment and/or any of the other Basic Documents, as it relates to any such right, obligation, and/or responsibility of the Trustee on behalf of the Trust, will be made, and as it relates to any discretionary action, may be made, by the Program Manager and shall be effective, honored by and binding on all of the parties without the need for any further or separate action by the Trustee or the Trust.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Assignment to be effective as of the date first above written.

ASSIGNOR:

CAVENDISH LLC

By: [***]
Name: [***]
Title: [***]

[***]

By: [***]
Name: [***]
Title: [***]

[***]

By: [***]
Name: [***]
Title: [***]

[***]

By: [***]
Name: [***]
Title: [***]

[***]

By: [***]
Name: [***]
Title: [***]

[***]

By: [***]
Name: [***]
Title: [***]

[***]

By: [***]
Name: [***]
Title: [***]

[Signature Page to Assignment and Assumption Agreement – Servicing Agreement]

ASSIGNEE:

HDL TRUST, as Assignee

By: UMB BANK, NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL
CAPACITY, BUT SOLELY AS TRUSTEE FOR HDL TRUST, as Assignee

By: /s/ Reneta Kovacheva

Name: Reneta Kovacheva

Title: Vice President

[Signature Page to Assignment and Assumption Agreement – Servicing Agreement]

Certain portions of this Exhibit have been redacted pursuant to Item 601(b)(10) of Regulation S-K and, where applicable, have been marked with “[***]” to indicate where redactions have been made.

Execution Version

ASSIGNMENT AND ASSUMPTION AGREEMENT (Forward Flow PSA)

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this “*Assignment*”), effective as of October 31, 2025 (the “*Effective Date*”), is by and between Cavendish LLC, a Delaware limited liability company (“*Assignor*”), and Cavendish FF LLC, a Delaware limited liability company (“*Assignee*”).

WHEREAS, Assignor and Harley-Davidson Credit Corp., a Nevada corporation (the “*Seller*”) have entered into that certain Master Purchase and Sale Agreement, dated as of July 30, 2025 (the “*Purchase Agreement*”); and

WHEREAS, Assignor has agreed to assign all of its rights, title and interests in, and Assignee has agreed to assume all of Assignor’s rights and obligations under, the Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Definitions.** All capitalized terms used in this Assignment but not otherwise defined herein are given the meanings set forth in the Purchase Agreement.
2. **Assignment and Assumption.** Assignor hereby sells, assigns, grants, conveys and transfers to Assignee all of Assignor’s right, title and interest in and to the Purchase Agreement. Assignee hereby accepts such assignment and assumes all of Assignor’s rights and obligations under the Purchase Agreement and agrees to pay, perform and discharge, as and when due, all of the obligations of Assignor under the Purchase Agreement accruing on and after the Effective Date.
3. **Governing Law.** This Assignment shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).
4. **Modifications; Amendments.** This Assignment may not be modified or amended in any manner other than by a written agreement signed by Assignor and Assignee.
5. **Binding Effect; Successors and Assigns.** This Assignment and the obligations of Assignor and Assignee hereunder shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.
6. **Counterparts.** This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.
7. **Further Assurances.** Each of the parties hereto shall execute and deliver, at the reasonable request of the other party hereto, such additional documents, instruments, conveyances and assurances and take such further actions as such other party may reasonably

request to carry out the provisions hereof and give effect to the transactions contemplated by this Assignment.

8. **Series Allocation.** Assignee is a Delaware limited liability company that has established or formed one or more designated series of members, managers, limited liability company interests or assets as registered series or protected series within the meaning of the Delaware Limited Liability Company Act (each, a “***Series***”). Notwithstanding any other provision of this Assignment and without the consent or approval of Assignor, Assignee may, at any time after the effectiveness of this Assignment, allocate or otherwise transfer to any Series any right, title or interest in and to the Purchase Agreement sold, assigned, granted, conveyed and transferred to Assignee pursuant to Section 2 of this Assignment. Any Series to which any right, title or interest in and to the Purchase Agreement has been allocated or otherwise transferred may, in lieu of Assignee, pay, perform or discharge, as and when due, any of the obligations of Assignor under the Purchase Agreement accruing on and after the Effective Date.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Assignment to be effective as of the date first above written.

ASSIGNOR:

CAVENDISH LLC

By: [***]
Name: [***]
Title: [***]

[***]

By: [***]
Name: [***]
Title: [***]

[***]

By: [***]
Name: [***]
Title: [***]

[***]

By: [***]
Name: [***]
Title: [***]

[***]

By: [***]
Name: [***]
Title: [***]

[***]

By: [***]
Name: [***]
Title: [***]

[***]

By: [***]
Name: [***]
Title: [***]

[Signature Page to Assignment and Assumption Agreement – Forward Flow PSA]

ASSIGNEE:

CAVENDISH FF LLC

By: [***]
Name: [***]
Title: [***]

[***]

By: [***]
Name: [***]
Title: [***]

[***]

By: [***]
Name: [***]
Title: [***]

[***]

By: [***]
Name: [***]
Title: [***]

[***]

By: [***]
Name: [***]
Title: [***]

[***]

By: [***]
Name: [***]
Title: [***]

[***]

By: [***]
Name: [***]

Title: [***]

[Signature Page to Assignment and Assumption Agreement – Forward Flow PSA]

Certain portions of this Exhibit have been redacted pursuant to Item 601(b)(10) of Regulation S-K and, where applicable, have been marked with “[***]” to indicate where redactions have been made.

Execution Version

**ASSIGNMENT AND ASSUMPTION AGREEMENT
(Forward Flow PSA – Initial Applicable Pool)**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this “*Assignment*”), effective as of October 31, 2025 (the “*Effective Date*”), is by and between Cavendish FF LLC, a Delaware limited liability company (“*Assignor*”), and HDL FF Trust 1 (the “*Trust*”), by UMB Bank, National Association, not in its individual capacity, but solely as trustee for the Trust (“*Assignee*”).

WHEREAS, Cavendish LLC, a Delaware limited liability company (the “*Purchaser*”) and Harley-Davidson Credit Corp., a Nevada corporation (the “*Seller*”) have entered into that certain Master Purchase and Sale Agreement, dated as of July 30, 2025 (the “*Purchase Agreement*”);

WHEREAS, pursuant to an Assignment and Assumption Agreement, by and between Purchaser and Assignor, dated as of the date hereof, Purchaser has assigned all of its rights, title and interests in and to the Purchase Agreement to Assignor; and

WHEREAS, Assignor has agreed to assign to Assignee all of its rights under the Purchase Agreement to purchase the initial Applicable Pool on the initial Purchase Date, and Assignee has agreed to assume all of Assignor’s rights under the Purchase Agreement to purchase such initial Applicable Pool on such initial Purchase Date in accordance with the Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Definitions.** All capitalized terms used in this Assignment but not otherwise defined herein are given the meanings set forth in the Purchase Agreement.

2. **Assignment and Assumption.** Assignor hereby sells, assigns, grants, conveys and transfers to Assignee all of Assignor’s rights, title and interest in and to the initial Applicable Pool in accordance with the Purchase Agreement. Assignee hereby accepts such assignment and assumes all of Assignor’s rights and obligations to purchase such initial Applicable Pool in accordance with the Purchase Agreement. For the avoidance of doubt, (i) the assignment by Assignor set forth in this Assignment is solely limited to the initial Applicable Pool and (ii)

Assignor expressly retains all rights, title and interest under the Purchase Agreement other than the right to purchase the initial Applicable Pool.

3. **Governing Law.** This Assignment shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

4. **Modifications; Amendments.** This Assignment may not be modified or amended in any manner other than by a written agreement signed by Assignor and Assignee.

5. **Binding Effect; Successors and Assigns.** This Assignment and the obligations of Assignor and Assignee hereunder shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

6. **Counterparts.** This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

7. **Further Assurances.** Each of the parties hereto shall execute and deliver, at the reasonable written request of the other party hereto, such additional documents, instruments, conveyances and assurances in writing and take such further actions as such other party may reasonably request to carry out the provisions hereof and give effect to the transactions contemplated by this Assignment.

8. **Limitation of Liability.** It is expressly understood and agreed by the parties (and any person claiming by or through the parties hereto) that (i) this Assignment is executed and delivered by UMB Bank, National Association (“**UMB Bank**”) not individually or personally but solely in its representative capacity as trustee of the Trust in the exercise of the powers and authority conferred and vested in it under the Trust’s trust agreement, (ii) each of the undertakings and agreements herein made on the part of the Assignee is made and intended not as personal undertakings or agreements by UMB Bank but is made and intended for the purpose of binding only the Assignee and the Trust, (iii) nothing herein contained shall be construed as creating any obligation or liability on UMB Bank, individually or personally, to perform any covenant either expressed or implied contained herein, all such liability, if any, being expressly waived by the parties hereto and by any person claiming by, through or under the parties hereto, (iv) UMB Bank has made no investigation as to the accuracy or completeness of any representations and warranties made in this Assignment, (v) under no circumstances shall UMB Bank (in its individual capacity or as the Assignee) be personally liable for the payment of any indebtedness, indemnification or expenses of the Assignee and/or the Trust or be liable for the performance, breach or failure of any obligation or covenant made or undertaken by the Trust, Assignee and/or the Assignor under this Assignment or any related document, (vi) any and all of the rights privileges, benefits, protections, limitations of liability, immunities, and indemnities set forth in the Trust’s trust agreement (and any and all related agreements and documents) in favor of UMB Bank, the Trust, and/or Trustee shall be incorporated by reference under this Assignment, and (vii) UMB Bank, in any and all of its capacities, shall not have any responsibility or any liability relating in any way to the review, monitoring, examination, verification, and/or identification of any loans (or any other assets) for repurchase (including, without limitation, any breaches of representations or warranties and/or deviations from any underwriting criteria and/or requirements), and/or initiating, responding to, and/or managing any requests for repurchase of any loans (or any other assets), provided further that UMB Bank shall not be required to take any action related in any way thereto unless directed in writing by the

Program Manager. Without limitation of anything in the foregoing, in no event shall UMB Bank have any liability to any person under or in connection with this Assignment, any liability of UMB Bank and/or the Assignee being solely the liability of the Trust and solely limited to the assets of the Trust.

9. **Program Manager's Obligations.** It is expressly understood and agreed by the parties (and any person claiming by or through the parties hereto) that the Program Manager, on behalf of the Beneficiary and/or the Trustee, shall perform all of the obligations of the "Purchaser," "Buyer" or "Owner" (or similar terms therein), as the case may be, under the Purchase Agreement and any other related agreement and/or document assigned to, and/or entered into by, the Trustee, and the Program Manager, on behalf of the Beneficiary and/or the Trustee, shall be entitled to exercise any and all rights of the "Purchaser," "Buyer" or "Owner" (or similar terms therein), as the case may be, on behalf of the Beneficiary and/or the Trustee. In addition, each and every right, obligation, and/or responsibility, and/or exercise of discretion on the part of Trustee on behalf of the Trust under this Assignment and/or any of the other Basic Documents, as it relates to any such right, obligation, and/or responsibility of the Trustee on behalf of the Trust, will be made, and as it relates to any discretionary action, may be made, by the Program Manager and shall be effective, honored by and binding on all of the parties without the need for any further or separate action by the Trustee or the Trust.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Assignment to be effective as of the date first above written.

ASSIGNOR:

CAVENDISH FF LLC

By: [***]
Name: [***]
Title: [***]

[***]

By: [***]
Name: [***]
Title: [***]

[***]

By: [***]
Name: [***]
Title: [***]

[***]

By: [***]
Name: [***]
Title: [***]

[***]

By: [***]
Name: [***]
Title: [***]

[***]

By: [***]
Name: [***]
Title: [***]

[***]

By: [***]
Name: [***]
Title: [***]

[Signature Page to Assignment and Assumption Agreement –
Forward Flow PSA (Initial Applicable Pool)]

ASSIGNEE:

HDL FF TRUST 1, as Assignee

By: UMB BANK, NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL
CAPACITY, BUT SOLELY AS TRUSTEE FOR HDL FF TRUST 1, as
Assignee

By: /s/ Reneta Kovacheva

Name: Reneta Kovacheva

Title: Vice President

[Signature Page to Assignment and Assumption Agreement –
Forward Flow PSA (Initial Applicable Pool)]

Certain portions of this Exhibit have been redacted pursuant to Item 601(b)(10) of Regulation S-K and, where applicable, have been marked with “[***]” to indicate where redactions have been made.

Execution Version

AMENDED AND RESTATED SERVICING AGREEMENT

between

HDL TRUST,
as Purchaser,

HDL FUNDING LLC,
as Program Manager,

UMB BANK, NATIONAL ASSOCIATION,
as Paying Agent

and

HARLEY-DAVIDSON CREDIT CORP.,
as Servicer

Dated as of October 31, 2025

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THIS AMENDED AND RESTATED SERVICING AGREEMENT, dated as of October 31, 2025 (as amended, restated, supplemented or otherwise modified from time to time, this “*Agreement*”), is entered into by and between HDL TRUST (the “Trust”) by UMB Bank, National Association, not in its individual capacity, but solely in its capacity as Trustee (as defined below), as owner of certain Contracts (the “*Purchaser*”), and in its capacity as the Paying Agent (as defined below), HDL FUNDING LLC, in its capacity as program manager (the “*Program Manager*”), and Harley-Davidson Credit Corp., a Nevada corporation (“*HDCC*”), as servicer (solely in its capacity as Servicer, together with its successor and assigns, the “*Servicer*”).

WHEREAS, the Purchaser is the assignee of Cavendish LLC, a Delaware liability company (“Cavendish”), of that certain Back Book Purchase and Sale Agreement, dated as of July 30, 2025 (as amended, restated, supplemented or otherwise modified from time to time, the “*Sale Agreement*”), by and between Cavendish and HDCC, pursuant to which Purchaser has acquired from HDCC (the “*Seller*”) certain Contracts;

WHEREAS, Cavendish and HDCC previously entered into that certain Servicing Agreement, dated as of July 30, 2025, as assigned by Cavendish to Purchaser (the “*Prior Servicing Agreement*”);

WHEREAS, Purchaser and HDCC desire for this Agreement to supersede and replace the Prior Servicing Agreement in its entirety; and

WHEREAS, the Servicer is willing to service the Purchased Contracts pursuant to the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

Article I

DEFINITIONS

Section 1.01 *Definitions.*

Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in Section 1.01 of the Sale Agreement.

“*Agreement*” means this Servicing Agreement, as amended, supplemented or otherwise modified from time to time in accordance with the terms hereof.

“*Charged Off Contract*” means any Contract in respect of which (i) the Servicer has determined in good faith in accordance with the Collection Policy that all amounts expected to be recovered have been received with respect to such Contract, or (ii) all or any portion of any payment is delinquent 150 days or more past due.

“*Collection Account*” means the account held at UMB Bank, National Association in the name of and for the sole and exclusive benefit of the Purchaser with an account number to be established and provided to the Servicer prior to the first Purchase Date for the purposes hereof.

“*Collection Policy*” means the Servicer’s servicing and collection guidelines, policies and procedures of the Servicer, including those as attached as Exhibit D to this Agreement, in effect on the Effective Date, as such guidelines, policies and procedures as may be amended, modified, restated, replaced or otherwise supplemented from time to time in accordance with Section 5.03.

“*Contract File*” means, as to each Purchased Contract, (a) the original Purchased Contract (or with respect to “electronic chattel paper”, the “authoritative copy” thereof), including the executed promissory note and security agreement or other evidence of the obligation of the Obligor, (b) the original Certificate of Title to the Motorcycle and, where applicable, the certificate of lien recordation, or, if such Certificate of Title has not yet been issued, the Certificate of Title Application for such Certificate of Title, or other appropriate evidence of a security interest in the covered Motorcycle; (c) the Assignment of the Purchased Contract; (d) the original(s) (or with respect to “electronic chattel paper”, the “authoritative copy” (terms in quotation marks have the meaning assigned to them in the UCC)) of any agreement(s) amending, modifying or supplementing the Purchased Contract including, without limitation, any extension agreement(s); (e) any documents that are in the Servicer’s possession evidencing the existence of physical damage insurance covering such Motorcycle; (f) the original credit application, or a copy thereof, fully executed by the Obligor; and (g) any regulatory notices and required disclosures provided to the Obligor and in the Servicer’s possession in connection with the financing of the Motorcycle in the origination process.

“*Customary Servicing Practices*” has the meaning specified in Section 5.02.

“*Cutoff Date*” has the meaning as defined in the Sale Agreement.

“*Effective Date*” means October 31, 2025.

“*Event of Termination*” means an event specified in Section 8.01.

“*Indemnified Party*” has the meaning specified in Section 5.11.

“*Late Payment Penalty Fees*” means any late payment fees paid by Obligors on Contracts.

“*List of Contracts*” means the list identifying each Purchased Contract, which list (a) identifies each Contract and (b) sets forth as to each Purchased Contract (i) the Cutoff Date Aggregate Outstanding Principal Balance, (ii) the amount of monthly payments due from the Obligor, (iii) the Contract Rate and (iv) the maturity date, as such list is amended from time to time by the Servicer in connection with the Purchaser’s purchase or the Seller’s repurchase of Purchased Property pursuant to the terms of the Sale Agreement.

“*Lockbox*” means the post office box maintained by a Lockbox Bank identified on *Exhibit C* hereto and any other Lockbox hereafter established to accept Collections on the Purchased Contracts.

“*Lockbox Account*” means the account maintained with the Lockbox Bank identified on *Exhibit C* hereto and any other account hereafter established to accept Collections on the Purchased Contracts.

“*Lockbox Agreement*” means Amended and Restated Agreement Regarding Lockbox Administration, dated as of July 14, 2009, among HDCC, The Bank of New York Mellon and certain other Persons, with respect to the Lockbox Account, unless such agreement shall be

terminated in accordance with its terms, in which event “*Lockbox Agreement*” means such other agreement, in form and substance acceptable to the above-described parties.

“*Lockbox Bank*” means the financial institution maintaining the Lockbox Account and identified on *Exhibit C* hereto or any successor thereto and any other financial institution at which a Lockbox Account is maintained.

“*Losses*” means all claims, actions, liabilities, judgments, penalties, Taxes, losses, damages and reasonable and documented out-of-pocket costs and expenses, including reasonable and documented out-of-pocket attorneys’ fees and expenses (including reasonable and documented fees and expenses of counsel and other experts and expenses in connection with enforcement of the Indemnified Party’s rights hereunder (including any action, claim or suit brought by an Indemnified Party of any indemnification or other obligation of the Indemnifying Party); provided, however, that, the term “*Losses*” shall not include credit, or related, losses due to any Obligor’s non-payment with respect to any Purchased Contract.

“*Master Purchase and Sale Agreement*” has the meaning as defined in the Sale Agreement.

“*Net Liquidation Losses*” means, with respect to each Reporting Date, as of the last day of any Monthly Period immediately preceding such Reporting Date, with respect to all Purchased Contracts that are or became Defaulted Contracts on an aggregate basis as of such date, the amount, if any, by which (a) the Outstanding Principal Balance of all such Purchased Contracts that became Defaulted Contracts (as of the respective dates upon which they became Defaulted Contracts) exceeds (b) the Net Liquidation Proceeds received in respect of all such Purchased Contracts that became Defaulted Contracts.

“*Net Worth*” means, as of the end of any fiscal quarter, (i) Parent’s total assets as of such date, less (ii) Parent’s total liabilities as of such date, in each case calculated on a consolidated basis and determined in accordance with generally accepted accounting principles, consistently applied.

“*Officer’s Certificate*” means a certificate signed by the Chairman, the President, a Vice President, the Treasurer, an Assistant Treasurer, the Controller, an Assistant Controller, the Secretary or an Assistant Secretary of any Person delivering such certificate and delivered to the Person to whom such certificate is required to be delivered, including any certificate delivered under any of the Basic Documents required to be executed by a Servicing Officer. In the case of an Officer’s Certificate of the Servicer, at least one of the signing officers must be a Servicing Officer. Unless otherwise specified, any reference herein to an Officer’s Certificate shall be to an Officer’s Certificate of the Servicer.

“*Parent*” means Harley-Davidson Financial Services, Inc.

“*Permitted Modification*” means any change to or modification of the terms of a Purchased Contract, including the timing or amount of payments on the Purchased Contract, described below:

- (a) any change or modification to the terms of a Purchased Contract in response to a requirement of Applicable Laws;
- (b) any change or modification to the terms of a Purchased Contract granted in accordance with the Collection Policy;

(c) any change in the Contract Rate of a Purchased Contract if the Servicer determines in good faith that such change is required to comply with Applicable Laws, so long as after giving effect the change in the Contract Rate, the weighted average Contract Rate of the Purchaser's portfolio of Purchased Contracts as a whole is not reduced by more than 25 basis points; or

(d) any change or modification to the terms of a Purchased Contract if the Servicer believes in its reasonable judgment that such change or modification would improve the collectability of such Purchased Contract;

(e) provided, however, that, the Servicer shall not change or modify a Purchased Contract pursuant to clause (b) or (d) above, unless such change or modification is (i) ministerial in nature or (ii) with respect to an Obligor that is in default or such default is, in the judgment of the Servicer, reasonably foreseeable or imminent and the change or modification is advisable to address or prevent such default.

"Portfolio and Settlement Report" has the meaning specified in Section 9.02.

"Prime Contract" means a Contract originated to an Obligor with a FICO score equal to or greater than 640 at the time of origination.

"Program Manager" has the meaning as set forth in the recitals.

"Purchased Contract" means any Contract that is purchased by the Purchaser under the terms of the Sale Agreement; provided, that, upon any repurchase of a Purchased Contract by the Seller pursuant to the terms of the Sale Agreement, such Contract ceases to be a Purchased Contract for the purposes of the Servicer's servicing obligations under this Agreement.

"Purchase Date" means, each date on which any Contract is acquired by the Purchaser pursuant to the terms of the Sale Agreement.

"Reporting Date" means the date two (2) Business Days prior to the Settlement Date, or if such day is not a Business Day, the next Business Day, with the first such Reporting Date hereunder beginning on November 21, 2025.

"Servicer" means Harley-Davidson Credit Corp., a Nevada corporation, until any Servicing Transfer hereunder and thereafter means the Successor Servicer or its successor pursuant to Article VIII below with respect to the duties and obligations required of the Servicer under this Agreement.

"Servicer Fee" means, with respect to any Monthly Period, the sum of one-twelfth of the product of (a)(x) with respect to Prime Contracts, [***]% per annum or (y) with respect to Subprime Contracts, [***]% per annum and (b) the sum of the aggregate Outstanding Principal Balance of all Purchased Contracts owned by the Purchaser (other than Charged Off Contracts) as of the beginning of such Monthly Period; provided that with respect to the Purchase Date for any Purchased Contract, the Outstanding Principal Balance of such Purchased Contracts shall be calculated as of the related Cutoff Date.

"Servicing Expenses" means, with respect to any Purchased Contract, all reasonable out-of-pocket costs and expenses incurred by the Servicer in accordance with Customary Servicing Practices in connection with the performance of its duties under this Agreement, including but not limited to wire transfer fees, costs associated with establishing, maintaining or switching Collection Accounts (including any fees or charges imposed by the bank in connection with

closing existing accounts, opening new accounts and transferring amounts to such new accounts, and costs and expenses associated with the enforcement of any Purchased Contract that has become a Defaulted Contract and repossession of the Motorcycle securing such Defaulted Contract (including without limitation in connection with a liquidation, any auction, painting, repair or refurbishment expenses in respect of the related Motorcycle).

“*Servicing Officer*” means any officer of the Servicer involved in, or responsible for, the administration and servicing of Purchased Contracts whose name appears on a list of servicing officers appearing in an Officer’s Certificate furnished to the Purchaser and the Program Manager by the Servicer, as the same may be amended from time to time.

“*Servicing Transfer*” has the meaning assigned in Section 8.03(a).

“*Settlement Date*” means, in respect of any Monthly Period, the twenty-fifth (25th) day of the month, or if such day is not a Business Day, the next Business Day.

“*Subprime Contract*” means a Contract originated to an Obligor with a FICO score less than 640 at the time of origination.

“*Successor Servicer*” has the meaning assigned in Section 8.03(b).

“*Supplemental Servicing Fees*” means, with respect to any Monthly Period, the sum of (i) Late Payment Penalty Fees received by the Servicer during such Monthly Period and (ii) extension fees, convenience fees and other similar fees received by the Servicer during such Monthly Period.

“*Trust*” means HDL Trust, a New York common law trust.

“*Trust Agreement*” means that certain the Trust Agreement relating to HDL Trust, dated as of October 31, 2025, by and between the Purchaser, the Program Manager, the Certificate Registrar, and the Trustee on behalf of the Trust.

“*Trustee*” means UMB Bank, National Association, not in its individual capacity but solely as trustee of the Trust, or any successor in interest, or if any successor Trustee shall be appointed as herein provided, then such successor trustee.

“*United States*” means the United States of America.

Section 1.02 *Usage of Terms.* The following rules of construction and usage are applicable to this Agreement:

(a) As used in this Agreement and in any certificate or other document made or delivered pursuant thereto, accounting terms not defined herein or in any such certificate or other document, and accounting terms partly defined herein or in any such certificate or other document, to the extent not defined herein, have the respective meanings given to them under generally accepted accounting principles. To the extent that the definitions of accounting terms herein or in any such certificate or other document are inconsistent with the meanings of such terms under such generally accepted accounting principles, the definitions contained herein, in such Basic Document or in any such certificate or other document control.

(b) The words “hereof,” “herein,” “hereunder” and words of similar import when used in this Agreement refer to this Agreement as a whole and not to any particular provision or subdivision thereof. References in this Agreement to “Article,” “Section” or another subdivision or to an attachment are, unless the context otherwise requires, to an article, section or subdivision

of or an attachment to this Agreement. The term “including” means “including without limitation.” The word “or” is not exclusive.

(c) The definitions contained in this Agreement are equally applicable to both the singular and plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such terms.

(d) Any agreement, instrument, statute or regulation defined or referred to in this Agreement means such agreement, instrument, statute or regulation as from time to time amended, modified or supplemented, including (in the case of agreements or instruments) by waiver or consent and (in the case of statutes) by succession of comparable successor statutes and includes (in the case of agreements or instruments) references to all attachments thereto and instruments incorporated therein.

(e) References to “dollars” or “\$” shall be to United States dollars unless otherwise specified herein.

(f) Unless otherwise stated in the applicable Basic Document, in the computation of a period of time from a specified date to a later specified date, the word “from” means “from and including”, the word “through” means “to and including” and the words “to” and “until” both mean “to but excluding.”

(g) Dates and times of day shall be references to Chicago dates and Chicago time, respectively.

Article II

SERVICER ENGAGEMENT

Section 2.01 *Engagement.* The Servicer hereby agrees to perform certain servicing functions as described in Article V below with respect to each of the Purchased Contracts throughout the term of this Agreement, upon and subject to the terms, covenants and provisions hereof. The Purchaser or the Program Manager covenants and agrees that it shall provide the Servicer such additional information that the Servicer reasonably requires (and requests in writing) in order to perform its functions hereunder.

Section 2.02 *Contract Purchases.*

(a) This Agreement shall become effective with respect to any Purchased Contract automatically upon the Purchase Date on which the Purchaser purchases such Purchased Contract under the Sale Agreement and the Servicer shall begin the servicing functions, on behalf of the Purchaser, on the terms and conditions set forth herein with respect to such Purchased Contract from and after each such Purchase Date.

(b) On each Purchase Date on which the Purchaser purchases Purchased Property under the Sale Agreement, the Seller shall deliver a schedule of the Purchased Contracts and the related Contract Files to the Servicer. Upon receipt of such schedule of Purchased Contracts and the related Contract Files, the Servicer shall deliver to the Purchaser, the Program Manager, and the Seller a custodial receipt with respect to such Purchased Contracts and the related Contract Files, in accordance with the requirements of the Sale Agreement. The Servicer shall keep a current List of Contracts reflecting all Purchased Contracts serviced by the Servicer. The Portfolio and Settlement Report will be deemed to modify the List of Contracts to reflect the addition or removal of Purchased Property in accordance with this Agreement for each month after the Effective Date.

Article III

REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 3.01 *Representations and Warranties Regarding the Servicer.* The Servicer represents and warrants to the Purchaser and the Program Manager as of the Effective Date and as of each Purchase Date that:

(a) Organization and Good Standing. It has been duly organized, and is validly existing and in good standing under the laws of the jurisdiction of its formation, with all requisite power and authority to own or lease its properties and conduct its business as such business is presently conducted, and now has all necessary power, authority and legal right to own or lease its properties and conduct its business as such business is presently conducted, including to service the Purchased Contracts and the other Purchased Property except for non-compliance which could not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect.

(b) Due Qualification. It is duly qualified to do business and is in good standing and has obtained all necessary licenses and approvals in all jurisdictions in which the ownership or lease of property or the conduct of its business requires such qualifications, licenses or approvals (including, as applicable, the servicing of the Purchased Contracts) except for non-compliance which could not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect.

(c) Power and Authority; Due Authorization. It (i) has all necessary power, authority and legal right to (A) execute and deliver the Basic Documents to which it is a party and (B) carry out the terms of the Basic Documents to which it is a party and (ii) has taken all necessary action to authorize the execution, delivery and performance of the Basic Documents to which it is a party and to assign or grant a security interest in the assets transferred by it on the terms and conditions in this Agreement.

(d) Binding Obligation. The Basic Documents to which it is a party have been duly executed and delivered by it and constitute legal, valid and binding obligations of it enforceable against it in accordance with their terms, terms, except as such enforceability may be limited by applicable insolvency, bankruptcy, reorganization, conservatorship, receivership, liquidation or other laws and by general principles of equity, regardless of whether such enforceability is considered in a proceeding in equity or at law.

(e) No Violation. The consummation of the transactions contemplated by the Basic Documents to which it is a party and the fulfillment of the terms thereof will not (i) conflict with, result in any breach of any of the terms and provisions of, or constitute (with or without notice or lapse of time or both) a default under, its formation documents or any agreement to which it is bound, (ii) result in the creation or imposition of any Lien upon the Purchased Property, other than Permitted Liens, or (iii) violate any Applicable Laws or any order or decree of any court or of any Federal or state regulatory body or administrative agency having jurisdiction over the Servicer or any of its properties, except, in each case, for non-compliance which could not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect.

(f) No Litigation. No litigation or administrative proceeding of or before any court, tribunal, or governmental body having jurisdiction over the Servicer or any of its properties or investigation by any Governmental Authority having jurisdiction over the Servicer or any of its properties is currently pending, or, to the best of the Servicer's knowledge, threatened in writing (i) asserting the invalidity of this Agreement and the other Basic Documents to which it is a party, or (ii) seeking any determination or ruling that might materially and adversely affect the

performance by the Purchaser of its obligations under, or the validity or enforceability of, this Agreement and the other Basic Documents to which it is a party against the Servicer.

(g) All Consents Required. All approvals, authorizations, consents, orders, licenses or other actions of any person or of any Governmental Authority required for the due execution, delivery and performance by it of the Basic Documents to which it is a party have been obtained except for non-compliance which could not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect.

(h) Compliance. It is not in violation in any material respect of any Basic Document to which it is a party and it is in compliance with all Applicable Laws to which it is subject except for non-compliance which could not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect.

(i) Solvency. The Servicer is solvent and no voluntary or involuntary bankruptcy petition has been commenced by or against the Servicer, nor has the Servicer made an offer or assignment or compromise for the benefit of creditors and the Servicer will not be rendered insolvent by the consummation of the transactions contemplated hereby.

(j) Collection Policy. Subject to Section 5.03, as of the Effective Date, a true and correct copy of the Collection Policy is attached as Exhibit D to this Agreement.

(k) Data Privacy. It maintains (i) written policies and procedures with respect to the security and confidentiality of PII and (ii) records of the Purchaser in compliance with all Privacy Laws and internal policies in all material respects.

Section 3.02 *Covenants of the Servicer*. Until the termination of this Agreement, the Servicer covenants and agrees with the Purchaser as follows:

(a) Data Privacy. It will maintain records of the Purchaser in compliance in all material respects with all Privacy Laws and internal policies and procedures with respect to the security and confidentiality of PII, and will promptly provide the Purchaser and the Program Manager with any notice of a breach involving the Purchaser's information that the Servicer reasonably believes it is obligated to report to its regulators or to any Obligor.

(b) Non-Petition. Prior to the date which is one year and one day after the date on which any financing facility of the Purchaser related to the Contracts have been paid in full, it shall not commence or join with any other Person in commencing any proceeding against the Purchaser under any bankruptcy, reorganization, liquidation or insolvency law or statute now or hereafter in effect in any jurisdiction.

(c) Compliance. It will comply with all Applicable Laws except for such non-compliance which could not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect on the Purchaser or any of the Purchased Contracts or any of the transactions contemplated by this Agreement.

Article IV

CUSTODY OF PURCHASED CONTRACTS

Section 4.01 *Custody of Purchased Contracts*.

(a) Subject to the terms and conditions of this Section 4.01, the contents of each Contract File shall be held and controlled by the Servicer, or its custodian, for the benefit of, and as agent for, the Purchaser as the owner thereof. The Servicer shall mark its computer files created in connection with the related Purchased Contracts to be marked to reflect that such

Purchased Contracts have been sold by the Seller to the Purchaser pursuant to the Sale Agreement and the Servicer shall deliver such Purchased Contracts to the Purchaser Vault Partition. The Servicer hereby accepts such appointment and authorization and agrees to perform its duties in accordance with Customary Servicing Practices.

(b) The Servicer agrees to maintain the related Contract Files at its offices or facilities, or at the offices or facilities of one of its custodians as shall from time to time be identified to the Purchaser and the Program Manager by written notice except that in the case of any Purchased Contracts constituting “electronic chattel paper”, the “authoritative copy” thereof shall be maintained by the Servicer in a computer system such that the Servicer maintains “control” over such “authoritative copy” (terms in quotation marks have the meaning assigned to them in the UCC). The Servicer may temporarily move individual Contract Files or any portion thereof without notice as necessary to conduct collection and other servicing activities in accordance with Customary Servicing Practices; *provided, however*, that the Servicer will take all action necessary to maintain the perfection of the Purchaser’s interest in the Purchased Contracts and the proceeds thereof.

(c) As custodian, the Servicer shall have the following powers and perform the following duties:

(i) hold, or cause the Servicer’s custodian to hold, the Contract Files on behalf of the Purchaser, maintain accurate records pertaining to each Purchased Contract to enable it to comply with the terms and conditions of this Agreement, maintain a current inventory thereof and certify to the Purchaser and the Program Manager annually that it, or its custodian, continues to maintain possession of such Contract Files;

(ii) implement policies and procedures in writing and signed by a Servicing Officer with respect to persons authorized to have access to the Contract Files on the Servicer’s premises and the receipting for Contract Files taken from their storage area by an employee of the Servicer for purposes of servicing or any other purposes;

(iii) attend to all details in connection with maintaining custody of the Contract Files on behalf of the Purchaser; and

(iv) at all times maintain, or cause the Servicer’s custodian to maintain, the original of the fully executed Purchased Contract (or, in the case of “electronic chattel paper”, the “authoritative copy” of such Purchased Contract) in accordance with Customary Servicing Practices (terms in quotation marks have the meaning assigned to them in the UCC).

(d) In performing its duties under this Section 4.01, the Servicer agrees to act in accordance with Customary Servicing Practices. The Servicer shall promptly report in writing to the Purchaser and the Program Manager any failure by it, or its custodian, to hold the Contract Files as herein provided and shall promptly take appropriate action to remedy any such failure. In acting as custodian of the Contract Files, the Servicer further agrees not to assert any legal or beneficial ownership interest in the Purchased Contracts or the Contract Files, except as provided in Section 5.07. The Servicer agrees to indemnify the Purchaser and/or the Program Manager and each other Indemnified Party for any and all Losses of any kind whatsoever which may be imposed on, incurred by or asserted against the Purchaser and/or the Program Manager or such Indemnified Party as the result of any act or omission by the Servicer relating to the maintenance and custody of the Contract Files; *provided, however*, that the Servicer will not be liable for any portion of any such amount resulting from the gross negligence or willful misconduct of the Purchaser.

Article V

SERVICING OF CONTRACTS

Section 5.01 *Responsibility for Contract Administration.* The Servicer will have the sole obligation to manage, administer, service and make Collections on the Purchased Contracts and perform or cause to be performed all contractual and customary undertakings of the holder of the Purchased Contracts to the Obligor. The Purchaser (or the Program Manager on its behalf), at the reasonable written request of a Servicing Officer, shall furnish the Servicer with any customary and reasonable limited powers of attorney or other documents necessary or appropriate in the opinion of the Servicer to enable the Servicer to carry out its servicing and administrative duties hereunder. The Servicer shall act as the servicer hereunder until such time as any Servicing Transfer may be effected under Article VIII.

Section 5.02 *Standard of Care.* In managing, administering, servicing and making collections on the Purchased Contracts pursuant to this Agreement, the Servicer will exercise that degree of skill and care consistent with the skill and care that the Servicer exercises with respect to similar contracts serviced by the Servicer, and, in any event no less degree of skill and care than would be exercised by a prudent servicer of similar promissory notes and security agreements (such standard of care, the “*Customary Servicing Practices*”); provided, however, that notwithstanding the foregoing, the Servicer shall not release or waive the right to collect the unpaid balance of any Contract except (a) Permitted Modifications or (b) with respect to a Purchased Contract that has become a Defaulted Contract, the Servicer, consistent with its Collection Policy, may release or waive the right to collect the unpaid balance of such Defaulted Contract in an effort to maximize collections thereon; provided, further, that the Servicer shall use commercially reasonable efforts to pursue recoveries on Defaulted Contracts in its ordinary course of business and in accordance with the Collection Policy.

Section 5.03 *Collection Policy.* The Servicer may not modify or amend its Collection Policy without the prior consent of the Purchaser (which shall be at the written direction of the Program Manager) or the Program Manager; provided, that, neither the Purchaser’s nor the Program Manager’s prior consent shall be required in the event of any such modifications or amendments (i) that are consistent with Customary Servicing Practices, (ii) that are necessary to comply with Applicable Laws or are made based on the direction or guidance of any Governmental Authority, (iii) that are immaterial or administrative in nature, (iv) that would not be reasonably be expected to have a material adverse effect on the collectability of the Contracts or (v) that are implemented from time to time as part of temporary pilot programs for implementing new practices which are applied both the Purchased Contracts and similar Contracts serviced by the Servicer. To the extent the Purchaser’s or the Program Manager’s consent is required to implement a proposed change to the Collection Policy, the Purchaser or the Program Manager shall have ten (10) Business Days from the date of receipt by a Responsible Officer of the Purchaser or the Program Manager to review and approve the proposed changes, and such updated policy shall be treated as automatically accepted unless the Purchaser or the Program Manager informs the Servicer in writing (which, for the avoidance of doubt, may be by e-mail) prior to the expiration of such review period that the Collection Policy is being rejected and the reasons for such rejection. Neither the Program Manager nor the Purchaser shall have approval rights for any changes to the Collection Policy with respect to Contracts that are not proposed or actual Purchased Contracts. Upon delivery by the Servicer to the Purchaser and the Program Manager of an updated Collection Policy reflecting the approved (or deemed approved) changes, such updated Collection Policy shall automatically replace and supersede the previous version of the Collection Policy attached as Exhibit D to this Agreement, without the need for a formal amendment.

Section 5.04 *Records.* The Servicer shall, during the period it is servicer hereunder, maintain such books of account and other records as will enable the Purchaser to determine the status of each Purchased Contract.

Section 5.05 *Inspection.*

(a) During the term of this Agreement, the Servicer shall provide the Purchaser (which shall be at the written direction of the Program Manager) and/or the Program Manager and its and their authorized agents reasonable access during normal business hours to the Servicer's books and records relating to the Purchased Contracts, including but not limited to internal audit reports, testing results and policies, and will cause its personnel to assist in any examination of such books and records by the Purchaser or the Program Manager, or such authorized agents and allow copies of the same to be made. Without otherwise limiting the scope of the examination the Purchaser or the Program Manager may, using generally accepted audit procedures, verify the status of each Purchased Contract and review the records relating thereto for conformity to Portfolio and Settlement Reports prepared pursuant to Article IX and compliance with the standards represented to exist as to each Contract in this Agreement. Notwithstanding the foregoing, the Servicer shall not be obligated pursuant to this Section 5.05 to provide access to any information that it reasonably and in good faith considers to be NPI, a trade secret or confidential information or the disclosure of which would adversely affect the attorney client privilege between the Servicer and its counsel or which is prohibited by a Governmental Authority or by Applicable Law from being disclosed. Each such inspection (w) shall occur during regular business hours upon thirty (30) days' notice if commercially reasonable to do so and in no event shall such notice be less than ten (10) Business Days, (x) if commercially reasonable, shall occur at the same time as any inspection pursuant to the Master Purchase and Sale Agreement, (y) shall require no more than a two (2) Business Days commitment of the Servicer and its employees and (z) shall not unreasonably interfere with Servicer's business operations or customer or employee relations; provided, however, that such limitations shall not apply in the event that an Event of Termination has occurred and is continuing except with respect to the advance notice requirement, which shall be at least one (1) Business Day prior written notice in the event that an Event of Termination has occurred and is continuing. The Purchaser and the Program Manager and its and their representatives shall comply with all of the confidentiality and security requirements of this Agreement. Collectively, the Purchaser and the Program Manager shall not request more than one (1) inspection or audit under this Section 5.05 in any calendar year, commencing with the calendar year ending on December 31, 2026; provided, however, that such limitation shall not apply in the event that an Event of Termination has occurred and is continuing. If the Purchaser or the Program Manager elects to exercise its inspection and audit right under the Sale Agreement, such inspection or audit shall be deemed to be the sole inspection or audit exercised by both the Purchaser and the Program Manager for that calendar year under this Section 5.05 and under any other Basic Document providing an inspection or audit right with respect to the Servicer or the Seller, and the other party shall have no separate right to conduct a duplicative inspection or audit for the same calendar year so long as reasonable accommodations are made for such other party to participate in such inspection or audit. Subject to Section 11.13(c) below, all costs and expenses of any inspection shall be solely paid by the Purchaser; provided, however, that such limitation shall not apply in the event that an Event of Termination has occurred and is continuing.

(b) The Servicer shall provide the Purchaser and the Program Manager with twenty-five (25) days advance written notice prior to such inspection to the extent that any other purchaser of Contracts exercises its inspection or audit rights under its related servicing agreement (provided that in any event the Servicer shall provide such notice to the Purchaser and the Program Manager no earlier than five (5) days after the Servicer's receipt of a notice of exercise of inspection or audit rights from such other purchaser), and the Purchaser and/or the Program Manager shall have the right to participate in such inspection and audit subject to the terms and conditions set forth in clause (a) above. If the Purchaser and/or the Program Manager elects to participate in such inspection and audit, the Purchaser and the Program Manager shall be deemed to have utilized one inspection and audit right under this Section 5.05. The Servicer shall make all relevant materials and personnel reasonably available in a single, coordinated inspection or audit process, and shall not be required to duplicate inspections or audits covering the same or substantially similar scope. The Purchaser and the Program Manager each agrees to

cooperate in good faith to conduct joint and consolidated inspections or audits where reasonably practicable.

(c) At all times during the term hereof, the Purchaser and/or the Program Manager may request a current copy of the List of Contracts on any Business Day.

Section 5.06 Collection Account; Deposit of Payments.

(a) All monies on deposit in the Collection Account (including all investment earnings but excluding any unpaid Servicer Fee and any unpaid Servicing Expense) shall be the sole property of the Purchaser.

(b) The Servicer shall deposit all payments by or on behalf of the Obligors received directly by the Servicer into the Lockbox Account as promptly as practical (but in any case not later than the second (2nd) Business Day following the processing, receipt and identification thereof), including:

(i) With respect to principal, interest and other amounts on the Purchased Contracts received after the Cutoff Date (which for the purpose of this paragraph (a)(i) shall include those monies in the Lockbox Account allocable to principal and interest on the Purchased Contracts), all such amounts received by the Servicer; and

(ii) All Net Liquidation Proceeds related to the Purchased Contracts.

All such amounts held in the Lockbox Account shall not be subject to any Liens, other than Permitted Liens.

(c) The Servicer shall apply Collections received in respect of a Purchased Contract as follows:

(i) First, to the scheduled payment (including accrued interest and principal) with respect to such Purchased Contract;

(ii) Second, to pay any expenses and unpaid late charges or fees (if any) due and owing under such Purchased Contract; and

(iii) Third, to any remaining principal until such Purchased Contract is paid in full.

(d) The Servicer shall cause all Collections in respect of the Purchased Contracts in the Lockbox Account to be deposited into and/or credited to the Collection Account no later than the second (2nd) Business Day following the receipt and identification thereof.

Section 5.07 Enforcement.

(a) The Servicer will, consistent with Section 5.02, act with respect to the Purchased Contracts in such manner as in its judgment will reasonably maximize the receipt of all payments called for under the terms of the Purchased Contracts. The Servicer shall use its commercially reasonable efforts to cause Obligors to make all payments on the Purchased Contracts to the Lockbox Account (either directly by remitting payments to the Lockbox, or indirectly by making payments through a direct debit, the telephone or the internet to an account of the Servicer which payments will be subsequently transferred from such account to the Lockbox Account). The Servicer will act in a commercially reasonable manner with respect to the repossession and disposition of a Motorcycle following a default under the related Purchased Contract with a view to realizing proceeds at least equal to the Motorcycle's fair market value. If the Servicer

determines that eventual payment in full of a Purchased Contract is unlikely, the Servicer will follow its Customary Servicing Practices to recover all amounts due upon that Purchased Contract, including repossessing and disposing of the related Motorcycle at a public or private sale or taking other action permitted by Applicable Laws. The Servicer will be entitled to recover all Servicing Expenses incurred by it in liquidating a Purchased Contract and disposing of the related Motorcycle.

(b) The Servicer shall, in accordance with Customary Servicing Practices, sue to enforce or collect upon Purchased Contracts, in its own name, if possible, or as agent for the Purchaser. If the Servicer elects to commence a legal proceeding to enforce a Purchased Contract, the act of commencement shall be deemed to be an automatic assignment of the Purchased Contract to the Servicer for purposes of collection only. If, however, in any enforcement suit or legal proceeding it is held that the Servicer may not enforce a Purchased Contract on the ground that it is not a real party in interest or a holder entitled to enforce the Purchased Contract, the Servicer in the name of the Purchaser is hereby authorized and empowered by the Purchaser when the Servicer believes it appropriate in its reasonable judgment to execute and deliver, on behalf of the Purchaser, any and all instruments of satisfaction or cancellation, or of partial or full release or discharge and all other comparable instruments, with respect to any Purchased Contract; provided, however, that the Servicer shall not be entitled to release, discharge, terminate or cancel any Purchased Contract unless (i) the Servicer shall have received payment in full of all principal, interest and fees owed by the Obligor related thereto, or (ii) the Servicer accepts a short pay or reduced payment of full principal, interest and fees owed on such Purchased Contract in accordance with the Collection Policy.

(c) The Servicer shall exercise any rights of recourse against third persons that exist with respect to any Purchased Contract in accordance with Customary Servicing Practices. In exercising recourse rights, the Servicer is authorized on the Purchaser's behalf to reassign a Purchased Contract that becomes a Defaulted Contract or the related Motorcycle to the Person against whom recourse exists at the price set forth in the document creating the recourse; *provided, however*, the Servicer in exercising recourse against any third persons as described in the immediately preceding sentence shall do so in such manner as in its judgment will maximize the aggregate recovery with respect to the related Purchased Contract; and *provided further, however*, that notwithstanding the foregoing the Servicer in its capacity as such may exercise such recourse only if such Purchased Contract (i) was not required to be reacquired by the Seller pursuant to the Sale Agreement or (ii) was required to be reacquired by the Seller and the Seller has defaulted on such reacquisition obligation.

(d) The Servicer may waive, modify or vary any term of any Purchased Contract or grant extensions, rebates or adjustments on any Contract if such action constitutes a Permitted Modification.

(e) The Servicer will not add to the Outstanding Principal Balance of any Purchased Contract the premium of any physical damage or other individual insurance on a Motorcycle securing such Purchased Contract the Servicer obtains on behalf of the Obligor under the terms of such Purchased Contract, but may, in accordance with Customary Servicing Practices, create a separate Obligor obligation with respect to such premium if and as provided by the Purchased Contract.

(f) If the Servicer shall have repossessed a Motorcycle on behalf of the Purchaser, the Servicer shall either (i) maintain physical damage insurance with respect to such Motorcycle, or (ii) indemnify the Purchaser against any and all damage to such Motorcycle prior to resale or other disposition. The Servicer shall not allow such repossessed Motorcycles to be used in an active trade or business, but rather shall dispose of the Motorcycle in a reasonable time in accordance with Customary Servicing Practices.

Section 5.08 *Purchaser or the Program Manager to Reasonably Cooperate.* Upon payment in full on any Purchased Contract, the Servicer is authorized to execute an instrument in satisfaction of such Purchased Contract and to do such other acts and execute such other documents as the Servicer deems necessary to discharge the Obligor thereunder and eliminate the security interest in the Motorcycle related thereto. The Servicer shall determine when a Purchased Contract has been paid in full in accordance with the Collection Policy. Upon the written request of a Servicing Officer, the Purchaser or the Program Manager shall perform such other acts as reasonably requested in writing by the Servicer and otherwise reasonably cooperate with the Servicer in the enforcement of the Purchaser's or the Program Manager's rights and remedies with respect to the Purchased Contracts.

Section 5.09 *Maintenance of Security Interests in Motorcycles.* The Servicer shall, in accordance with Customary Servicing Practices, take such steps as are necessary to maintain continuous perfection and the first priority of the security interest (subject to Permitted Liens) created by each Purchased Contract in the related Motorcycle. The Purchaser hereby authorizes the Servicer to take such steps as are necessary to perfect such security interest and to maintain the first priority thereof (subject to Permitted Liens) in the event of a relocation of a Motorcycle or for any other reason.

Section 5.10 *Successor Servicer/Lockbox Agreements.* In the event the Servicer shall for any reason no longer be acting as such, the Successor Servicer shall thereupon assume all of the rights and obligations of the outgoing servicer under each Lockbox Agreement; *provided, however*, that the Successor Servicer shall not be liable for any acts or obligations of the Servicer arising prior to such succession. In such event, the Successor Servicer shall be deemed to have assumed all of the outgoing Servicer's interest therein and to have replaced the outgoing Servicer as a party to each such Lockbox Agreement to the same extent as if such Lockbox Agreement had been assigned to the Successor Servicer, except that the outgoing Servicer shall not thereby be relieved of any liability or obligations on the part of the outgoing Servicer to a Lockbox Bank under such Lockbox Agreement. The outgoing Servicer shall, upon the request of the Purchaser or the Program Manager, but at the expense of the outgoing Servicer, deliver to the Successor Servicer all documents and records relating to each such Lockbox Agreement and an accounting of amounts collected and held by a Lockbox Bank and otherwise use its commercially reasonable efforts to effect the orderly and efficient transfer of any Lockbox Agreement to the Successor Servicer.

Section 5.11 *Indemnification.*

(a) Each of (i) the Servicer and (ii) the Purchaser (in each case, the "*Indemnifying Party*") hereby agrees to indemnify, defend and hold harmless each of the Purchaser and the Program Manager (in the case of the Servicer acting as Indemnifying Party) or the Servicer (in the case of the Purchaser acting as Indemnifying Party) and, in each case, its and their respective Affiliates, trustees (including the Trustee), directors, officers, employees, agents and representatives (hereinafter referred to as the "*Indemnified Parties*") from and against Losses suffered or sustained by reason of (a) in the case of Servicer as Indemnifying Party, the failure by the Servicer to comply, with Applicable Laws with respect to the servicing or collection of the Purchased Contracts, (b) in the case of Servicer as Indemnifying Party, any Event of Termination or any breach of a representation, warranty, covenant or other agreement of Servicer under this Agreement or claims asserted at any time by third parties against the Purchaser which result from this clause (b) or clause (d), (c) in the case of the Purchaser as Indemnifying Party, any breach of a representation, warranty, covenant or other agreement of the Purchaser and/or the Program Manager under this Agreement or claims asserted at any time by third parties against the Servicer which result from this clause (c) or clause (d), or (d) the Indemnifying Party's fraud, gross negligence, willful misfeasance or bad faith in the performance of its obligations under this Agreement; *provided, however*, that the Indemnifying Party shall not be required to indemnify any Indemnified Party to the extent any such Loss directly resulted from fraud, gross negligence, willful misfeasance or bad faith of any Indemnified Party.

(b) It is understood that the Indemnifying Party shall not, in respect of the legal expenses of any Indemnified Party in connection with any proceeding or related proceedings in the same jurisdiction, be liable for the fees and expenses of more than one counsel (in addition to any local counsel) for all such Indemnified Parties and that all such fees and expenses shall be reimbursed promptly as they are incurred. The Indemnifying Party shall not be liable for any settlement of any proceeding effected without its written consent provided that its written consent is not unreasonably withheld, conditioned or delayed, but if settled with such consent or if there is a final judgment for the plaintiff, the Indemnifying Party agrees to indemnify the Indemnified Party from and against any loss or liability by reason of such settlement or judgment. No Indemnifying Party shall, without the prior written consent of the Indemnified Party, effect any settlement or compromise of or consent to the entry of any judgment in or otherwise seek to terminate any pending or threatened proceeding in respect of which any Indemnified Party is or could have been a party and indemnity could have been sought hereunder by such Indemnified Party, unless such settlement (i) includes an unconditional release of such Indemnified Party from all liability on claims that are the subject matter of such proceeding, (ii) does not include any statement as to or any admission of fault, culpability or a failure to act by or on behalf of such Indemnified Party and (iii) contains a confidentiality provision providing that the contents of and parties to such settlement, compromise, discharge or entry of any judgement are confidential.

(c) The Indemnified Party shall, to the extent practicable and reasonably within its control, make good faith efforts to mitigate any Losses of which it has adequate written notice, provided that an Indemnified Party shall not be obligated to act in a manner that it reasonably believes is adverse to its own best interests. To the extent that the Purchaser as an Indemnified Party is indemnified and actually paid and/or reimbursed for a Loss under this Agreement and the Sale Agreement, the Purchaser may obtain only a single recovery for the Loss.

(d) Without otherwise limiting the Purchaser's rights to indemnification hereunder, (i) to the extent that any rights of the Purchaser hereunder are assigned or otherwise transferred to any transferee in accordance with the terms of this Agreement, any such transferee shall not be permitted to claim indemnification pursuant to this Section 5.11 unless the related transfer was made in accordance with Section 8.18 of the Sale Agreement, in each case, such transferee shall be bound by the limits on indemnification contained in this Section 5.11 as if such transferee were the Purchaser, and such transferee may only claim indemnity in conjunction with, or in place of, the Purchaser; and (ii) multiple recoveries for any single Loss shall not be permitted.

(e) The terms and provisions of this Section 5.11 shall be subject to Section 11.13(c) below and otherwise survive the termination or assignment of this Agreement with respect to acts and occurrences first arising prior to the applicable date of termination.

Section 5.12 *Business Continuity Plan.* The Servicer shall maintain a business continuity plan designed to permit sound resumption of the Servicer's obligations following a disaster. The Servicer shall provide the Purchaser and the Program Manager with access to and an opportunity to review relevant operational business continuity plans during any inspection or audit requested by the Purchaser in accordance with Section 5.05.

Section 5.13 *Notice of Event of Termination.* The Servicer shall deliver to the Purchaser and the Program Manager, as soon as reasonably practicable and in any event within five (5) Business Days upon the Servicer having knowledge of any Event of Termination, a written notice setting forth details of such Event of Termination and, to the extent that the Servicer has determined that an action should be taken, such action which the Servicer proposes to take with respect thereto, which information shall be updated promptly from time to time.

Section 5.14 *Insurance.* The Servicer shall, throughout the duration of this Agreement and at the Servicer's cost and expense, keep in full force and effect general liability and errors and omissions for the services rendered pursuant to this Agreement. The general liability

coverage will have limits of liability of not less than \$2,500,000 aggregate and \$500,000 per occurrence and the financial institutions errors and omissions coverage will have an aggregate limit of not less than \$2,500,000. The Servicer shall give the Purchaser and the Program Manager written notice within fifteen (15) calendar days if any such insurance coverage, or any portion thereof, has been terminated, canceled or modified. The Servicer shall not terminate or allow such insurance coverage to be terminated unless the Servicer has replaced such terminated portions of the insurance coverage prior to final termination or modification, without interruption of insurance coverage.

Article VI

RELEASE OF CONTRACT FILES

Section 6.01 *Release of Documents.* Upon the repurchase of Contracts pursuant to Section 8.1 of the Sale Agreement, the Servicer will release or cause to be released any document in the Contract Files to the Seller at such place or places as the Seller may designate, as soon thereafter as is practicable. Upon receipt of the Repurchase Price in accordance with the Sale Agreement, the Purchaser shall be deemed to automatically and irrevocably release all right, title, interest and security interest it holds in the repurchased Contracts and related Purchased Property and Financed Vehicles, including any related Contract Files, proceeds and other collateral. At the written request of the Servicer or the Seller, the Purchaser or the Program Manager shall promptly execute and deliver any instruments, releases, UCC termination statements or other documents or instruments reasonably necessary to evidence such release.

Article VII X

SERVICING COMPENSATION

Section 7.01 *Servicer Fee.* As compensation for its servicing activities under this Agreement, the Servicer shall be entitled to the Servicer Fee. The Servicer Fee for any Monthly Period shall be due and payable on each Settlement Date. The Servicer shall reimburse itself for the Servicer Fee and any Servicing Expenses by netting such amounts from Collections otherwise required to be remitted to Purchaser pursuant to Section 5.06(d) on each Settlement Date. Without limitation of anything set forth in Article IX, the Servicer shall reflect all such netted amounts (together with all Supplemental Servicing Fees retained by the Servicer) in the applicable Portfolio and Settlement Report (which shall include a reasonably detailed description and calculation thereof). The Servicer shall be entitled to retain Supplemental Servicing Fees which shall not constitute Collections.

Section 7.02 *Expense Reimbursement.*

(a) The Servicer shall be reimbursed for all Servicing Expenses incurred by the Servicer consistent with the standard of care set forth in Section 5.02, including in connection with collecting and enforcing Delinquent Contracts or Defaulted Contracts and those relating to third-party collectors and any legal proceedings related to the Purchased Contracts, which Servicing Expenses shall be netted by the Servicer in accordance with Section 7.01. Servicing Expenses for any Monthly Period shall be due and payable on each Settlement Date.

(b) The Servicer agrees that it shall not incur any costs or expenses in the collection and enforcement of a Purchased Contract that becomes a Delinquent Contact or Defaulted Contact unless the Servicer believes, in its good faith judgment, that such costs or expenses will, or if made would, be ultimately recoverable from liquidation or other proceeds of such Delinquent Contact or Defaulted Contact.

Article VIII

EVENTS OF TERMINATION; SERVICE TRANSFER

Section 8.01 *Events of Termination*. “Event of Termination” means the occurrence of any of the following:

(a) Any failure by the Servicer to make any payment, deposit, remittance or transfer required to be made pursuant to this Agreement and the continuance of such failure for a period of three (3) Business Days after the date on which a Servicing Officer discovers such failure or the Purchaser or the Program Manager provides written notice of such failure to the Servicer (whichever is earlier);

(b) Failure on the Servicer’s part to observe or perform in any material respect any covenant or agreement in this Agreement (other than a covenant or agreement the breach of which is specifically addressed elsewhere in this Section) which failure shall (i) materially and adversely affect the rights of the Purchaser and/or the Program Manager and (ii) continue unremedied for a period of thirty (30) days after the date on which written notice of such failure, requiring the same to be remedied, shall have been given to the Servicer by the Purchaser and/or the Program Manager;

(c) An Insolvency Event with respect to the Servicer;

(d) The Net Worth of the Parent shall fall below \$[***] as of the end of any calendar quarter;

(e) Any representation, warranty or statement of the Servicer made in this Agreement or any certificate, report or other writing delivered pursuant hereto shall prove to have been incorrect in any material respect as of the time when the same shall have been made and the incorrectness of such representation, warranty or statement has a material adverse effect on the Purchaser and the circumstances or condition in respect of which such representation, warranty or statement was incorrect shall not have been eliminated or otherwise cured for a period of thirty (30) days after the earlier of the date upon which Servicer knew of such failure or its receipt of written notice of such failure, requiring the same to be remedied, from the Purchaser and/or the Program Manager;

(f) any Governmental Authority shall have (i) condemned, seized or appropriated, or to have assumed custody or control of, all or any substantial part of the property of Servicer, (ii) taken any action to displace the management of Servicer or to materially curtail its authority in the conduct of the business of Servicer, or (iii) taken any action in the nature of enforcement to remove, limit, restrict or prohibit the licensing or approval of Servicer as a servicer of loans and, in each case, such action has or could reasonably be expected to have a Material Adverse Effect;

(g) failure by Servicer to maintain the necessary licenses, approvals, qualifications or authorizations to do business or service any Loan in any jurisdiction where an Obligor is resident, which failure (i) results in the Servicer becoming subject to a cease and desist order, injunction, or other similar formal enforcement action issued by a Governmental Authority having jurisdiction over the Servicer or (ii) could reasonably be expected to have a Material Adverse Effect with respect to Servicer or Purchaser’s portfolio of Purchased Contracts as a whole, and such failure continues unremedied for a period of thirty (30) days after the earlier of the date upon which Servicer knew of such failure or its receipt of written notice of such failure, requiring the same to be remedied, from the Purchaser and/or the Program Manager; provided, however, that if the Servicer has provided prompt written notice to the Purchaser and the Program Manager upon becoming aware that any such event has occurred and the Servicer has initiated appropriate and commercially reasonable steps to cure such failure with such

Governmental Authority, including by engaging in good faith with such Governmental Authority, the Servicer shall have ninety (90) days after Servicer's delivery of notice to the Purchaser and the Program Manager to cure such failure if the Servicer determines that such period is necessary to cure such failure; provided, further that the Purchaser and/or the Program Manager may in its or their reasonable discretion agree to extend such grace period (any number of times for any length of time at the Purchaser's or the Program Manager's reasonable discretion) if the Servicer's attempts to cure such failure are ongoing; or

(h) The fraud, gross negligence or willful misconduct of a Responsible Officer of the Servicer in the performance of its duties under this Agreement which (i) shall, to the extent curable, continue unremedied for a period of thirty (30) days after the date on which written notice of such failure, requiring the same to be remedied, shall have been given to the Servicer by the Purchaser or the Program Manager, and (ii) adversely affects the interests of Purchaser and/or the Program Manager, any other Indemnified Party, or the value, collectability or enforceability of the Purchased Contracts taken as a whole (or any material portion thereof) in any material respect.

Section 8.02 *[Reserved]*.

Section 8.03 *Servicing Transfer*.

(a) If an Event of Termination has occurred and is continuing and has not been waived by the Purchaser, the Purchaser or the Program Manager may, by written notice delivered to the Servicer, terminate all (but not less than all) of the Servicer's management, administrative, servicing, custodial and collection functions hereunder (*provided, however*, that any payment, reimbursement, and indemnification obligations of the Servicer that arose prior to such termination shall survive) (such termination being herein called a "*Servicing Transfer*").

(b) Upon receipt of the notice required by Section 8.03(a) (or, if later, on a date designated therein), all rights, benefits, fees, indemnities, authority and power of the Servicer under this Agreement, whether with respect to the Contracts, the Contract Files or otherwise, shall pass to and be vested in a Person designated by the Purchaser or the Program Manager (the "*Successor Servicer*"); and, without limitation, the Successor Servicer is authorized and empowered to execute and deliver on behalf of the Servicer, as attorney-in-fact or otherwise, any and all documents and other instruments, and to do any and all acts or things necessary or appropriate to effect the purposes of such notice of termination. The Servicer agrees to cooperate with the Successor Servicer in effecting the termination of the responsibilities and rights of the Servicer hereunder, including, without limitation, the transfer to the Successor Servicer for administration by it of all cash amounts which shall at the time be held by the Servicer for deposit, or have been deposited by the Servicer, in the Collection Account, or for its own account in connection with its services hereafter or thereafter received with respect to the Contracts. The Servicer shall transfer to the Successor Servicer (i) all records held by the Servicer relating to the Contracts in such electronic form as the Successor Servicer may reasonably request and (ii) any Contract Files in the Servicer's possession. In addition, the Servicer shall permit access to its premises (including all computer records and programs) to the Successor Servicer or its designee, and shall pay the reasonable transition expenses of the Successor Servicer. Upon a Servicing Transfer, the Successor Servicer shall also be entitled to receive the Servicer Fee for performing the obligations of the Servicer.

Section 8.04 *Successor Servicer to Act; Appointment of Successor Servicer*. On or after a Servicing Transfer pursuant to Section 8.03, the Successor Servicer shall be the successor in all respects to the Servicer in its capacity as servicer under this Agreement, to the extent provided in Section 8.06, and the transactions set forth or provided for herein and shall be subject to all the responsibilities, duties and liabilities relating thereto placed on the Servicer by the terms and provisions hereof, and the terminated Servicer shall be relieved of such responsibilities, duties and liabilities arising after such Servicing Transfer; *provided, however*, that (i) the Successor

Servicer will not assume any obligations of the Servicer described in Section 8.08 and (ii) the Successor Servicer shall not be liable for any acts or omissions of the Servicer occurring prior to such Servicing Transfer or for any breach by the Servicer of any of its representations and warranties contained herein or in any related document or agreement.

Section 8.05 Effect of Transfer.

(a) After a Servicing Transfer, the terminated Servicer shall have no further obligations with respect to the management, administration, servicing, custody or collection of the Contracts and the Successor Servicer appointed pursuant to Section 8.04 shall have all of such obligations, except that the terminated Servicer will transmit or cause to be transmitted directly to the Successor Servicer for its own account, promptly on receipt and in the same form in which received, any amounts (properly endorsed where required for the Successor Servicer to collect them) received as payments upon or otherwise in connection with the Contracts.

(b) A Servicing Transfer shall not affect the rights and duties of the parties hereunder (including but not limited to the indemnities of the Servicer) other than those relating to the management, administration, servicing, custody or collection of the Purchased Contracts.

Section 8.06 Database File. The Servicer will provide the Successor Servicer with a data file (in a format reasonably acceptable to the Purchaser or the Program Manager and the Servicer) containing the database file for each Purchased Contract (i) as of the Cutoff Date, (ii) thereafter, as of the last day of the preceding Monthly Period prior to a Servicing Transfer, and (iii) on and as of the Business Day before the actual commencement of servicing functions by the Successor Servicer following the occurrence of a Servicing Transfer.

Section 8.07 Successor Servicer Indemnification. The Servicer shall defend, indemnify and hold the Successor Servicer and any officers, directors, employees or agents of the Successor Servicer harmless against any and all claims, losses, penalties, fines, forfeitures, legal fees and related costs, judgments and any other costs, fees, and expenses that the Successor Servicer may sustain in connection with the claims asserted at any time by third parties against the Successor Servicer which result from (i) any willful or grossly negligent act taken or omission by the Servicer or (ii) a breach of any representations of the Servicer in Section 3.01 hereof. The indemnification provided by this Section 8.08 shall survive the termination of this Agreement.

Section 8.08 Responsibilities of the Successor Servicer.

(a) The Successor Servicer will not be responsible for delays attributable to the Servicer's failure to deliver information, defects in the information supplied by the Servicer or other circumstances beyond the control of the Successor Servicer.

(b) The Successor Servicer will make arrangements with the Servicer for the prompt and safe transfer of, and the Servicer shall provide to the Successor Servicer, all necessary servicing files and records, including (as applicable and deemed necessary by the Successor Servicer at such time): (i) imaged Purchased Contract documentation, (ii) servicing system tapes, (iii) Purchased Contract payment history, (iv) collections history, and (v) the trial balances, as of the close of business on the day immediately preceding conversion to the Successor Servicer, reflecting all applicable Purchased Contract information.

(c) The Successor Servicer shall have no responsibility and shall not be in default hereunder nor incur any liability for any failure, error, malfunction or any delay in carrying out any of its duties under this Agreement if any such failure or delay results from the Successor Servicer acting in accordance with information prepared or supplied by a Person other than the Successor Servicer or the failure of any such Person to prepare or provide such information. The Successor Servicer shall have no responsibility, shall not be in default and shall incur no liability (i) for any act or failure to act by any third party, including the Servicer, or for any inaccuracy or omission in a notice or communication received by the Successor Servicer from any third party or (ii) which is due to or results from the invalidity, unenforceability of any Purchased Contract

with Applicable Laws or the breach or the inaccuracy of any representation or warranty made with respect to any Purchased Contract.

Section 8.09 *Limitation of Liability of Servicer*. Neither the Servicer nor any of the directors, officers, employees or agents of the Servicer shall be under any liability to the Purchaser, except as provided under this Agreement, for any action taken or for refraining from the taking of any action pursuant to this Agreement or for errors in judgment; *provided, however*, that this provision shall not protect the Servicer or any such person against any liability that would otherwise be imposed by reason of willful misfeasance, bad faith or negligence in the performance of duties or by reason of reckless disregard of obligations and duties under this Agreement. The Servicer and any director, officer, employee or agent of the Servicer may rely in good faith on the advice of counsel or on any document of any kind, *prima facie* properly executed and submitted by any Person respecting any matters arising under this Agreement.

(a) Except as provided in this Agreement, the Servicer shall not be under any obligation to appear in, prosecute or defend any legal action that shall not be incidental to its duties to service the Contracts in accordance with this Agreement, and that in its opinion may cause it to incur any expense or liability; *provided, however*, that the Servicer may undertake any reasonable action that it may deem necessary or desirable in respect of the Basic Documents.

Section 8.10 *Merger or Consolidation of Servicer*. Any Person into which the Servicer may be merged or consolidated, or any corporation or other entity resulting from any merger conversion or consolidation to which the Servicer shall be a party, or any Person succeeding to all or substantially all of the servicing business of the Servicer (which Person assumes the obligations of the Servicer), shall be the successor of the Servicer hereunder, without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding. The Servicer shall give prior written notice of any such merger, consolidation, or succession to which it is a party to the Purchaser and the Program Manager.

Section 8.11 *Limitation on Resignation by the Servicer*. Subject to the provisions of Section 8.03, Servicer shall not resign from the obligations and duties hereby imposed on it as Servicer under this Agreement except by mutual written consent of the Servicer, the Program Manager, and the Purchaser (as may be directed in writing by the Program Manager) or upon determination that the performance of its duties under this Agreement shall no longer be permissible under Applicable Laws. Notice of any such determination permitting the resignation of Servicer shall be communicated to the Purchaser and the Program Manager at the earliest practicable time (and, if such communication is not in writing, shall be confirmed in writing at the earliest practicable time) and any such determination shall be evidenced by an opinion of counsel to such effect delivered to the Purchaser and the Program Manager concurrently with or promptly after such notice. No such resignation shall become effective until a successor servicer shall have assumed the responsibilities and rights of the predecessor Servicer in accordance with Section 8.04.

Section 8.12 *Appointment of Subservicer*. So long as HDCC acts as the Servicer, the Servicer may at any time without notice or consent perform specific duties as servicer under this Agreement through subcontractors; *provided, however*, that, in each case, no such delegation or subcontracting shall relieve the Servicer of its responsibilities with respect to such duties, as to which the Servicer shall remain primarily responsible with respect thereto; *and provided further* that if the Servicer intends to delegate its duties with respect to a Defaulted Contract to a subcontractor whose identity has not previously been notified to the Purchaser and the Program Manager, the Servicer shall provide the Purchaser and the Program Manager with ten (10) Business Days' prior written notice.

Section 8.13 *Cooperation in Financing Efforts*. In the event that the Purchaser (or the Program Manager on its behalf) seeks to execute a Financing Facility to facilitate its purchase of the Contracts, the Servicer will cooperate with the Purchaser's and/or the Program Manager's efforts, including, to the extent the Purchaser and/or the Program Manager is entitled to such

information hereunder, to the extent consistent with Applicable Laws and any applicable privacy policy, and contingent upon execution of a reasonable non-disclosure agreement executed between the potential financing source and the Servicer governing such information (only to the extent that such non-disclosure agreement is requested by the Servicer), (A) making available to the potential financing source and any related backup servicer, verification agent or similar service provider the same information the Purchaser and/or the Program Manager is entitled to under this Agreement concerning the Servicer and the Purchased Contracts as such financing source may reasonably request to the extent such information is not required to be delivered in a different manner; (B) making its personnel reasonably available, upon reasonable prior written notice and during normal business hours so long as it does not unreasonably interfere with the Servicer's business operations or customer or employee relations, to respond to such reasonable questions (if any) as such financing source may raise for purposes of its due diligence review; and (C) in good faith consider entering into reasonable amendments to this Agreement in form and substance satisfactory to the Servicer; provided that nothing in this sub-clause (C) shall require the Servicer to enter into any such amendment if, in its sole determination, it would be adverse to its interests to do so or would create any additional obligation or liability on the Servicer or to perform any additional covenant beyond those expressly contained in this Agreement. The financing source shall not make for more than one (1) information request each calendar year and any such information request shall require no more than two (2) Business Days commitment of the Servicer and its employees and shall not unreasonably interfere with Seller's business operations or customer or employee relations. Subject to Section 11.13(c) below, the Purchaser shall pay all reasonable costs and expenses, including without limitation reasonable and documented legal fees and disbursements, overhead expenses and administrative costs, which Servicer may reasonably incur in connection with any such cooperation.

Article IX

REPORTS

Section 9.01 *Officer's Certificate*. Each Portfolio and Settlement Report delivered pursuant to Section 9.02 shall be accompanied by a certificate of a Servicing Officer substantially in the form of *Exhibit A*, certifying the accuracy of the Portfolio and Settlement Report (and any and all information contained therein) and that no Event of Termination or event that with notice or lapse of time or both would become an Event of Termination has occurred, or if such event has occurred and is continuing, specifying the event and its status.

Section 9.02 *Portfolio and Settlement Reports to Purchaser*. On or before the fifth (5th) Business Day prior to each Reporting Date, the Servicer shall prepare and deliver to the Program Manager (on behalf of the Trust), Purchaser and the Paying Agent, or forward or otherwise make available via internet to the Program Manager (on behalf of the Trust), Purchaser and the Paying Agent, a statement as of the related Reporting Date substantially in the form of *Exhibit B* hereto (the "*Portfolio and Settlement Report*") setting forth the following information:

- (a) the amount of Servicer Fee and Servicing Expenses due and payable on the next succeeding Settlement Date;
- (b) the number and aggregate Outstanding Principal Balance of Purchased Contracts that have become Delinquent Contracts, computed as of the end of the related Monthly Period;
- (c) the number and aggregate Outstanding Principal Balance of Purchased Contracts that became Defaulted Contracts during the related Monthly Period, the Net Liquidation Proceeds for such Monthly Period and the Net Liquidation Losses as of the end of the related Monthly Period;
- (d) the number of Purchased Contracts and the aggregate Outstanding Principal Balance of such Purchased Contracts, as of the first day of the related Monthly

Period and as of the last day of the related Monthly Period (after giving effect to payments received during such Monthly Period);

(e) the aggregate Outstanding Principal Balance and number of Purchased Contracts that were repurchased by the Seller pursuant to the Sale Agreement during the related Monthly Period, identifying the purchase price for such Purchased Contracts;

(f) the Collections for the Monthly Period;

(g) an itemized loan tape of all outstanding Purchased Contracts and Collections for the Monthly Period;

(h) the stratification tables of the originations and performance of the portfolio of Contracts that the Seller acquired from the Originator in the related Monthly Period and the Contracts serviced by the Servicer during the related Monthly Period; and

(i) a summary report of material written complaints received from Obligor of the Purchased Contracts, on an anonymized and aggregated basis, that is prepared in the ordinary course of the Servicer's business; provided that such report or material written complaints shall not be provided if the Servicer determines that it would adversely affect the attorney client privilege between the Servicer and its counsel or is required by a Governmental Authority or by Applicable Laws not to be disclosed, and the Servicer has provided written notice to the Purchaser, the Paying Agent, and the Program Manager of the basis for any such redaction or non-disclosure;

(j) provided that the Servicer shall not provide any NPI to the Purchaser, the Paying Agent, or the Program Manager.

Section 9.03 *Financial Reporting Requirements of Servicer.* The Servicer shall deliver to the Program Manager each of the following, upon the dates described below:

(a) within one hundred twenty (120) days after the end of each fiscal year, audited financial statements of the Parent for such fiscal year on a consolidated basis; and

(b) within sixty (60) days after the end of each of the first three fiscal quarters of each fiscal year, unaudited financial statements of the Servicer for such quarter.

Section 9.04 *Notice of Litigation.* In conjunction with the delivery of the financial statements above, the Servicer shall include notices of (i) any pending formal investigation, cease and desist orders or non-ordinary course regulatory proceeding by a Governmental Authority that (x) such Governmental Authority does not prohibit to be disclosed with respect to the Servicer and (y) affects in any material respect the validity, enforceability or collectability of the Purchased Contracts taken as a whole or may reasonably be expected to result in a Material Adverse Effect with respect to the Servicer.

Section 9.05 *Annual Statement.* At the end of each calendar year, the Servicer shall provide the Program Manager with a statement certifying that the Servicer is in compliance with (a) all Applicable Laws to which it is subject except for non-compliance which could not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect and (b) this Agreement, in all material respects.

Article X

TERMINATION

Section 10.01 *Termination of Agreement.*

(a) The Servicer shall commence servicing each Purchased Contract on the related Purchase Date until the earliest of (i) the payment in full (or charge off in accordance with this Agreement) of the amount outstanding under such Purchased Contract and (ii) the date on which this Agreement is terminated in accordance with Article VIII.

(b) Upon the termination of this Agreement, any Servicing Fee or any Servicing Expenses which (i) are due and payable and (ii) have been incurred in accordance with this Agreement, and which remains unpaid or unreimbursed shall be remitted by the Purchaser (subject to Section 11.13(c) below) to the Servicer within ten (10) Business Days after Purchaser's and the Program Manager's receipt of an itemized invoice therefor.

Article XI

MISCELLANEOUS

Section 11.01 *Amendment*. This Agreement contains the entire agreement among the parties relating to the subject matter hereof, and no term or provision hereof may be amended or waived unless such amendment or waiver is in writing and signed by all parties hereto. Any such amendment that affects the Purchaser's, the Paying Agent's, and/or Trustee's rights, privileges, benefits, duties, liabilities, limitations of liability, indemnities, and/or immunities under this Agreement or otherwise shall require the written consent of the Purchaser, the Paying Agent, and/or the Trustee, as applicable, to be supplied in the Purchaser's, the Paying Agent's, and/or the Trustee's sole discretion, as applicable.

Section 11.02 *Governing Law*. THIS AGREEMENT, INCLUDING THE RIGHTS AND DUTIES OF THE PARTIES HERETO, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK, BUT WITHOUT REGARD TO ANY OTHER CONFLICTS OF LAW PROVISIONS THEREOF).

Section 11.03 *Submission to Jurisdiction*. Each party submits to the nonexclusive jurisdiction of the United States District Court for the Southern District of New York and of any New York State Court sitting in New York, New York for legal proceedings relating to this Agreement; provided, that, nothing contained herein or in any other Basic Document will prevent any Party from bringing any action to enforce any award or judgement or exercise any right under the Basic Documents in any other forum in which jurisdiction can be established. Each party irrevocably waives, to the fullest extent permitted by Applicable Laws, any objection that it may now or in the future have to the venue of a proceeding brought in such a court and any claim that the proceeding was brought in an inconvenient forum.

Section 11.04 *Waiver of Jury Trial*. EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION (A) ARISING UNDER THIS AGREEMENT OR (B) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES IN RESPECT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS RELATED HERETO, IN EACH CASE, WHETHER NOW OR EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. EACH PARTY HEREBY FURTHER AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT A PARTY MAY FILE A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

Section 11.05 *Notices*. All notices, demands, certificates, requests and communications hereunder ("notices") shall be in writing and shall be effective (a) upon receipt when sent through the U.S. mail, registered or certified mail, return receipt requested, postage prepaid, with

such receipt to be effective the date of delivery indicated on the return receipt, or (b) upon receipt when sent through an overnight courier, or (c) on the date personally delivered to an authorized officer of the party to which sent, or (d) on the date transmitted by electronic mail transmission with a confirmation of receipt, in all cases addressed to the recipient as follows:

- (i) If to the Purchaser:

HDL Trust
[***]

With a copy to (which shall not constitute notice) to:

[***]

with a copy to:

[***]

- (ii) If to the Program Manager:

HDL Funding LLC
[***]

with a copy to:

[***]

- (iii) If to the Paying Agent:

Attention: Corporate Trust – ABS
UMB Bank, National Association
1412 Broadway, Suite 1606
New York, NY 10018
Reneta Kovacheva
reneta.kovacheva@umb.com
phone number: 816-860-3965

- (iv) If to the Servicer:

Harley-Davidson Credit Corp.
9850 Double R Blvd., Suite 100
Reno, Nevada 89521
Attention: David Viney, Vice President and Treasurer
Electronic Mail: [***]

Each party hereto may, by notice given in accordance herewith to each of the other parties hereto, designate any further or different address to which subsequent notices shall be sent.

Section 11.06 *Severability of Provisions*. If one or more of the covenants, agreements, provisions or terms of this Agreement shall be for any reason whatsoever held invalid, then such covenants, agreements, provisions or terms shall be deemed severable from the remaining covenants, agreements, provisions or terms of this Agreement and shall in no way affect the validity or enforceability of the other provisions of this Agreement.

Section 11.07 *Assignment*. Notwithstanding anything to the contrary contained herein, but except as provided in Sections 8.03, 8.11, and 8.12, this Agreement may not be assigned by any party hereto without the prior written consent of the other party, and any assignment in violation of this Section 11.07 shall be null and void ab initio; provided, that this Section 11.07 shall not restrict the Purchaser from assigning or transferring any Purchased Property and the rights under this Agreement with respect to any Purchased Property upon prior written notice to the Servicer, to an Affiliate of the Purchaser (including one or more trusts that are directly or indirectly beneficially owned by Purchaser, and its respective trustee).

Section 11.08 *Third Party Beneficiaries*. This Agreement is for the sole benefit of the Servicer, the Program Manager, and the Purchaser and their permitted assigns and nothing herein, express or implied, shall give or be construed to give to any Person, other than the Parties and such permitted assigns, any legal or equitable rights hereunder; *provided* that the Trustee shall be an express third-party beneficiary of this Agreement.

Section 11.09 *Counterparts; Originals*. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall together constitute but one and the same instrument. The words “execution”, “signed”, “signature” and words of like import in this Agreement or in any other certificate, agreement or document related to this Agreement shall include, in addition to manually executed signature pages, images of manually executed signatures transmitted by facsimile or other electronic format (including “pdf”, “tif” or “jpg”) and other electronic signatures (including DocuSign and AdobeSign). The use of electronic signatures and electronic records (including any contract or other record created, generated, sent, communicated, received or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based recordkeeping system to the fullest extent permitted by Applicable Laws, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, any State law based on the Uniform Electronic Transactions Act or the UCC.

Section 11.10 *Headings*. The headings of the various Articles and Sections herein are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

Section 11.11 *No Waiver*. The provisions of this Agreement may only be waived in writing. No failure or delay on the part of Purchaser, the Program Manager, or Servicer in exercising any power, right or remedy under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any such power, right or remedy preclude any other or further exercise thereof or the exercise of any other power, right or remedy.

Section 11.12 *Servicing Agreement Under Sale Agreement*. Each of the Servicer, the Program Manager, and the Purchaser hereby acknowledges and agrees that this Agreement supersedes and replaces the “Servicing Agreement”, as defined in the Sale Agreement, and that references to the “Servicing Agreement” set forth in the Sale Agreement shall mean this Agreement for the purposes of the Purchased Contracts serviced by the Servicer hereunder.

Section 11.13 *Program Manager’s Rights on behalf of Purchaser; Trustee’s Limited Liability*.

(a) Notwithstanding anything to the contrary in this Agreement, and for the avoidance of any doubt, it is hereby acknowledged and agreed that each and every right, obligation, and/or responsibility, and/or exercise of discretion on the part of Purchaser under this Agreement, as it relates to any such right, obligation, and/or responsibility of the Purchaser, will be made, and as it relates to any discretionary action, may be made, by HDL Funding LLC (the “Program Manager”) on behalf of Purchaser and shall be effective, honored by and binding on all of the parties hereto without the need for any further or separate action by Purchaser.

(b) It is expressly understood and agreed by the parties hereto (and any Person claiming by or through the parties hereto) that (i) this Agreement is executed and delivered by UMB Bank, National Association (“UMB Bank”), not individually or personally but solely in its representative capacity as Trustee of HDL TRUST (the “Trust”) in the exercise of the powers and authority conferred and vested in it under the Trust Agreement and in its representative capacity as the Paying Agent, (ii) each of the undertakings and agreements herein made on the part of Purchaser is made and intended not as personal/individual undertakings or agreements by UMB Bank but is made and intended for the sole purpose of binding only the Trust, (iii) nothing herein contained shall be construed as creating any obligation or liability on UMB Bank, individually or personally, to perform any covenant either expressed or implied contained herein, all such liability, if any, being expressly waived by the parties hereto and by any Person claiming by, through or under the parties hereto, (iv) under no circumstances shall UMB Bank (in its individual capacity, as Trustee, and/or in its capacity as Paying Agent) be personally liable for the payment of any indebtedness, indemnification or expenses (including attorneys’ fees and expenses) of the Purchaser or be liable for the performance, breach or failure of any obligation or covenant made or undertaken by Purchaser under this Agreement or any related document, and (v) any and all of the rights, privileges, benefits, protections, limitations of liability, immunities, and indemnities set forth in the Trust Agreement, the Basic Documents, and any and all related agreements and documents in favor of the Trust, the Trustee, and/or the Paying Agent shall be incorporated by reference under this Agreement. Without limitation of anything in the foregoing, in no event shall UMB Bank have any liability to any Person under or in connection with this Agreement, any liability of Purchaser being solely the liability of the Trust and solely limited to the assets of the Trust.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective officers as of the day and year first above written.

HDL TRUST, as Purchaser

By: UMB BANK, NATIONAL ASSOCIATION, NOT IN ITS
INDIVIDUAL CAPACITY, BUT SOLELY AS TRUSTEE FOR HDL
TRUST, as Purchaser

By: /s/ Reneta Kovacheva

Printed Name: Reneta Kovacheva

Title: _____
 Vice President

Signature Page to Amended and Restated Servicing Agreement

HARLEY-DAVIDSON CREDIT CORP., as Servicer

By: /s/ David Viney

Printed Name: David Viney

Title: Vice President and Treasurer

Signature Page to Amended and Restated Servicing Agreement

HDL FUNDING LLC, as Program Manager

By: [***]

Printed Name: [***]

Title: [***]

Signature Page to Amended and Restated Servicing Agreement

UMB BANK NATIONAL ASSOCIATION, NOT IN ITS
INDIVIDUAL CAPACITY, BUT IN ITS CAPACITY AS PAYING
AGENT

By: /s/ Reneta Kovacheva

Printed Name: Reneta Kovacheva

Title: Vice President

Signature Page to Amended and Restated Servicing Agreement

Certain portions of this Exhibit have been redacted pursuant to Item 601(b)(10) of Regulation S-K and, where applicable, have been marked with “***” to indicate where redactions have been made.

Execution Version

SERVICING AGREEMENT

between

HDL FF TRUST 1,
as Purchaser,

HDL FORWARD FUNDING 1 LLC,
as Program Manager,

UMB BANK, NATIONAL ASSOCIATION,
as Paying Agent

and

HARLEY-DAVIDSON CREDIT CORP.,
as Servicer

Dated as of October 31, 2025

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THIS SERVICING AGREEMENT, dated as of October 31, 2025 (as amended, restated, supplemented or otherwise modified from time to time, this “*Agreement*”), is entered into by and among HDL FF TRUST 1 (the “*Trust*”) by UMB Bank, National Association, not in its individual capacity, but solely in its capacity as Trustee (as defined below), as owner of certain Contracts (the “*Purchaser*”), and in its capacity as the Paying Agent (as defined below), HDL FORWARD FUNDING 1 LLC, in its capacity as program manager (the “*Program Manager*”), and Harley-Davidson Credit Corp., a Nevada corporation (“*HDCC*”), as servicer (solely in its capacity as Servicer, together with its successor and assigns, the “*Servicer*”).

WHEREAS, Purchaser is the assignee of Cavendish FF LLC, a Delaware limited liability company, which is the assignee of Cavendish LLC, a Delaware liability company (“*Cavendish*”), of that certain Master Purchase and Sale Agreement, dated as of July 30, 2025 (as amended, restated, supplemented or otherwise modified from time to time, the “*Sale Agreement*”) by and between Cavendish and HDCC, pursuant to which Purchaser will acquire from time to time and/or has acquired from HDCC (the “*Seller*”) certain Contracts;

WHEREAS, the Servicer is willing to service the Purchased Contracts pursuant to the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

Article I

DEFINITIONS

Section 1.01 *Definitions.*

Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in Appendix A to the Sale Agreement.

“*Agreement*” means this Servicing Agreement, as amended, supplemented or otherwise modified from time to time in accordance with the terms hereof.

“*Charged Off Contract*” means any Contract in respect of which (i) the Servicer has determined in good faith in accordance with the Collection Policy that all amounts expected to be recovered have been received with respect to such Contract, or (ii) all or any portion of any payment is delinquent 150 days or more past due.

“*Collection Account*” means the account held at UMB Bank, National Association in the name of and for the sole and exclusive benefit of the Purchaser with an account number to be established and provided to the Servicer prior to the first Purchase Date for the purposes hereof.

“*Collection Policy*” means the Servicer’s servicing and collection guidelines, policies and procedures of the Servicer, including those as attached as Exhibit D to this Agreement, in effect on the Effective Date, as such guidelines, policies and procedures as may be amended, modified, restated, replaced or otherwise supplemented from time to time in accordance with Section 5.03.

“*Contract File*” means, as to each Purchased Contract, (a) the original Purchased Contract (or with respect to “electronic chattel paper”, the “authoritative copy” thereof), including the executed promissory note and security agreement or other evidence of the

obligation of the Obligor, (b) the original Certificate of Title to the Motorcycle and, where applicable, the certificate of lien recordation, or, if such Certificate of Title has not yet been issued, the Certificate of Title Application for such Certificate of Title, or other appropriate evidence of a security interest in the covered Motorcycle; (c) the Assignment of the Purchased Contract; (d) the original(s) (or with respect to “electronic chattel paper”, the “authoritative copy” (terms in quotation marks have the meaning assigned to them in the UCC)) of any agreement(s) amending, modifying or supplementing the Purchased Contract including, without limitation, any extension agreement(s); (e) any documents that are in the Servicer’s possession evidencing the existence of physical damage insurance covering such Motorcycle; (f) the original credit application, or a copy thereof, fully executed by the Obligor; and (g) any regulatory notices and required disclosures provided to the Obligor and in the Servicer’s possession in connection with the financing of the Motorcycle in the origination process.

“*Customary Servicing Practices*” has the meaning specified in Section 5.02.

“*Cutoff Date*” means, with respect to each Contract sold under the Sale Agreement and identified in any Contract Schedule Supplement issued in connection with a Notice of Sale, the “Cutoff Date” specified in such Notice of Sale and approved by the Purchaser.

“*Effective Date*” means October 31, 2025.

“*Event of Termination*” means an event specified in Section 8.01.

“*Indemnified Party*” has the meaning specified in Section 5.11.

“*Late Payment Penalty Fees*” means any late payment fees paid by Obligors on Contracts.

“*List of Contracts*” means the list identifying each Purchased Contract, which list (a) identifies each Contract and (b) sets forth as to each Purchased Contract (i) the Cutoff Date Aggregate Outstanding Principal Balance, (ii) the amount of monthly payments due from the Obligor, (iii) the Contract Rate and (iv) the maturity date, as such list is amended from time to time by the Servicer in connection with the Purchaser’s purchase or the Seller’s repurchase of Purchased Property pursuant to the terms of the Sale Agreement.

“*Lockbox*” means the post office box maintained by a Lockbox Bank identified on *Exhibit C* hereto and any other Lockbox hereafter established to accept Collections on the Purchased Contracts.

“*Lockbox Account*” means the account maintained with the Lockbox Bank identified on *Exhibit C* hereto and any other account hereafter established to accept Collections on the Purchased Contracts.

“*Lockbox Agreement*” means Amended and Restated Agreement Regarding Lockbox Administration, dated as of July 14, 2009, among HDCC, The Bank of New York Mellon and certain other Persons, with respect to the Lockbox Account, unless such agreement shall be terminated in accordance with its terms, in which event “*Lockbox Agreement*” means such other agreement, in form and substance acceptable to the above-described parties.

“*Lockbox Bank*” means the financial institution maintaining the Lockbox Account and identified on *Exhibit C* hereto or any successor thereto and any other financial institution at which a Lockbox Account is maintained.

“*Losses*” means all claims, actions, liabilities, judgments, penalties, Taxes, losses, damages and reasonable and documented out-of-pocket costs and expenses, including reasonable and documented out-of-pocket attorneys’ fees and expenses (including reasonable and documented fees and expenses of counsel and other experts and expenses in connection with enforcement of the Indemnified Party’s rights hereunder (including any action, claim or suit brought by an Indemnified Party of any indemnification or other obligation of the Indemnifying Party); provided, however, that, the term “Losses” shall not include credit, or related, losses due to any Obligor’s non-payment with respect to any Purchased Contract.

“*Net Liquidation Losses*” means, with respect to each Reporting Date, as of the last day of any Monthly Period immediately preceding such Reporting Date, with respect to all Purchased Contracts that are or became Defaulted Contracts on an aggregate basis as of such date, the amount, if any, by which (a) the Outstanding Principal Balance of all such Purchased Contracts that became Defaulted Contracts (as of the respective dates upon which they became Defaulted Contracts) exceeds (b) the Net Liquidation Proceeds received in respect of all such Purchased Contracts that became Defaulted Contracts.

“*Net Worth*” means, as of the end of any fiscal quarter, (i) Parent’s total assets as of such date, less (ii) Parent’s total liabilities as of such date, in each case calculated on a consolidated basis and determined in accordance with generally accepted accounting principles, consistently applied.

“*Officer’s Certificate*” means a certificate signed by the Chairman, the President, a Vice President, the Treasurer, an Assistant Treasurer, the Controller, an Assistant Controller, the Secretary or an Assistant Secretary of any Person delivering such certificate and delivered to the Person to whom such certificate is required to be delivered, including any certificate delivered under any of the Basic Documents required to be executed by a Servicing Officer. In the case of an Officer’s Certificate of the Servicer, at least one of the signing officers must be a Servicing Officer. Unless otherwise specified, any reference herein to an Officer’s Certificate shall be to an Officer’s Certificate of the Servicer.

“*Parent*” means Harley-Davidson Financial Services, Inc.

“*Permitted Modification*” means any change to or modification of the terms of a Purchased Contract, including the timing or amount of payments on the Purchased Contract, described below:

- (a) any change or modification to the terms of a Purchased Contract in response to a requirement of Applicable Laws;
- (b) any change or modification to the terms of a Purchased Contract granted in accordance with the Collection Policy;
- (c) any change in the Contract Rate of a Purchased Contract if the Servicer determines in good faith that such change is required to comply with Applicable Laws, so long as after giving effect the change in the Contract Rate, the weighted average Contract Rate of the Purchaser’s portfolio of Purchased Contracts as a whole is not reduced by more than 25 basis points; or
- (d) any change or modification to the terms of a Purchased Contract if the Servicer believes in its reasonable judgment that such change or modification would improve the collectability of such Purchased Contract;

(e) provided, however, that, the Servicer shall not change or modify a Purchased Contract pursuant to clause (b) or (d) above, unless such change or modification is (i) ministerial in nature or (ii) with respect to an Obligor that is in default or such default is, in the judgment of the Servicer, reasonably foreseeable or imminent and the change or modification is advisable to address or prevent such default.

“Portfolio and Settlement Report” has the meaning specified in Section 9.02.

“Prime Contract” means a Contract originated to an Obligor with a FICO score equal to or greater than 640 at the time of origination.

“Program Manager” has the meaning as set forth in the recitals.

“Purchased Contract” means any Contract that is purchased by the Purchaser under the terms of the Sale Agreement; provided, that, upon any repurchase of a Purchased Contract by the Seller pursuant to the terms of the Sale Agreement, such Contract ceases to be a Purchased Contract for the purposes of the Servicer’s servicing obligations under this Agreement.

“Purchase Date” means, each date on which any Contract is acquired by the Purchaser pursuant to the terms of the Sale Agreement.

“Reporting Date” means the date two (2) Business Days prior to the Settlement Date, or if such day is not a Business Day, the next Business Day, with the first such Reporting Date hereunder beginning on December 23, 2025.

“Servicer” means Harley-Davidson Credit Corp., a Nevada corporation, until any Servicing Transfer hereunder and thereafter means the Successor Servicer or its successor pursuant to Article VIII below with respect to the duties and obligations required of the Servicer under this Agreement.

“Servicer Fee” means, with respect to any Monthly Period, the sum of one-twelfth of the product of (a)(x) with respect to Prime Contracts, [***]% per annum or (y) with respect to Subprime Contracts, [***]% per annum and (b) the sum of the aggregate Outstanding Principal Balance of all Purchased Contracts owned by the Purchaser (other than Charged Off Contracts) as of the beginning of such Monthly Period; provided that with respect to the Purchase Date for any Purchased Contract, the Outstanding Principal Balance of such Purchased Contracts shall be calculated as of the related Cutoff Date.

“Servicing Expenses” means, with respect to any Purchased Contract, all reasonable out-of-pocket costs and expenses incurred by the Servicer in accordance with Customary Servicing Practices in connection with the performance of its duties under this Agreement, including but not limited to wire transfer fees, costs associated with establishing, maintaining or switching Collection Accounts (including any fees or charges imposed by the bank in connection with closing existing accounts, opening new accounts and transferring amounts to such new accounts, and costs and expenses associated with the enforcement of any Purchased Contract that has become a Defaulted Contract and repossession of the Motorcycle securing such Defaulted Contract (including without limitation in connection with a liquidation, any auction, painting, repair or refurbishment expenses in respect of the related Motorcycle).

“Servicing Officer” means any officer of the Servicer involved in, or responsible for, the administration and servicing of Purchased Contracts whose name appears on a list of servicing officers appearing in an Officer’s Certificate furnished to the Purchaser and the Program Manager by the Servicer, as the same may be amended from time to time.

“*Servicing Transfer*” has the meaning assigned in Section 8.03(a).

“*Settlement Date*” means, in respect of any Monthly Period, the twenty-fifth (25th) day of the month, or if such day is not a Business Day, the next Business Day.

“*Subprime Contract*” means a Contract originated to an Obligor with a FICO score less than 640 at the time of origination.

“*Successor Servicer*” has the meaning assigned in Section 8.03(b).

“*Supplemental Servicing Fees*” means, with respect to any Monthly Period, the sum of (i) Late Payment Penalty Fees received by the Servicer during such Monthly Period and (ii) extension fees, convenience fees and other similar fees received by the Servicer during such Monthly Period.

“*Trust*” means HDL FF TRUST 1, a New York common law trust.

“*Trust Agreement*” means that certain the Trust Agreement relating to HDL FF TRUST 1, dated as of October 31, 2025, by and between the Purchaser, the Program Manager, the Certificate Registrar, and the Trustee on behalf of the Trust.

“*Trustee*” means UMB Bank, National Association, not in its individual capacity but solely as trustee of the Trust, or any successor in interest, or if any successor Trustee shall be appointed as herein provided, then such successor trustee.

“*United States*” means the United States of America.

Section 1.02 *Usage of Terms*. The following rules of construction and usage are applicable to this Agreement:

(a) As used in this Agreement and in any certificate or other document made or delivered pursuant thereto, accounting terms not defined herein or in any such certificate or other document, and accounting terms partly defined herein or in any such certificate or other document, to the extent not defined herein, have the respective meanings given to them under generally accepted accounting principles. To the extent that the definitions of accounting terms herein or in any such certificate or other document are inconsistent with the meanings of such terms under such generally accepted accounting principles, the definitions contained herein, in such Basic Document or in any such certificate or other document control.

(b) The words “hereof,” “herein,” “hereunder” and words of similar import when used in this Agreement refer to this Agreement as a whole and not to any particular provision or subdivision thereof. References in this Agreement to “Article,” “Section” or another subdivision or to an attachment are, unless the context otherwise requires, to an article, section or subdivision of or an attachment to this Agreement. The term “including” means “including without limitation.” The word “or” is not exclusive.

(c) The definitions contained in this Agreement are equally applicable to both the singular and plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such terms.

(d) Any agreement, instrument, statute or regulation defined or referred to in this Agreement means such agreement, instrument, statute or regulation as from time to time amended, modified or supplemented, including (in the case of agreements or instruments) by waiver or consent and (in the case of statutes) by succession of comparable successor statutes

and includes (in the case of agreements or instruments) references to all attachments thereto and instruments incorporated therein.

(e) References to “dollars” or “\$” shall be to United States dollars unless otherwise specified herein.

(f) Unless otherwise stated in the applicable Basic Document, in the computation of a period of time from a specified date to a later specified date, the word “from” means “from and including”, the word “through” means “to and including” and the words “to” and “until” both mean “to but excluding.”

(g) Dates and times of day shall be references to Chicago dates and Chicago time, respectively.

Article II

SERVICER ENGAGEMENT

Section 2.01 *Engagement.* The Servicer hereby agrees to perform certain servicing functions as described in Article V below with respect to each of the Purchased Contracts throughout the term of this Agreement, upon and subject to the terms, covenants and provisions hereof. The Purchaser or the Program Manager covenants and agrees that it shall provide the Servicer such additional information that the Servicer reasonably requires (and requests in writing) in order to perform its functions hereunder.

Section 2.02 *Contract Purchases.*

(a) This Agreement shall become effective with respect to any Purchased Contract automatically upon the Purchase Date on which the Purchaser purchases such Purchased Contract under the Sale Agreement and the Servicer shall begin the servicing functions, on behalf of the Purchaser, on the terms and conditions set forth herein with respect to such Purchased Contract from and after each such Purchase Date.

(b) On each Purchase Date on which the Purchaser purchases Purchased Property under the Sale Agreement, the Seller shall deliver a schedule of the Purchased Contracts and the related Contract Files to the Servicer. Upon receipt of such schedule of Purchased Contracts and the related Contract Files, the Servicer shall deliver to the Purchaser, the Program Manager, and the Seller a custodial receipt with respect to such Purchased Contracts and the related Contract Files, in accordance with the requirements of the Sale Agreement. The Servicer shall keep a current List of Contracts reflecting all Purchased Contracts serviced by the Servicer. The Portfolio and Settlement Report will be deemed to modify the List of Contracts to reflect the addition or removal of Purchased Property in accordance with this Agreement for each month after the Effective Date.

Article III

REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 3.01 *Representations and Warranties Regarding the Servicer.* The Servicer represents and warrants to the Purchaser and the Program Manager as of the Effective Date and as of each Purchase Date that:

(a) Organization and Good Standing. It has been duly organized, and is validly existing and in good standing under the laws of the jurisdiction of its formation, with all requisite power and authority to own or lease its properties and conduct its business as such business is presently conducted, and now has all necessary power, authority and legal right to own or lease its properties and conduct its business as such business is presently conducted, including to

service the Purchased Contracts and the other Purchased Property except for non-compliance which could not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect.

(b) Due Qualification. It is duly qualified to do business and is in good standing and has obtained all necessary licenses and approvals in all jurisdictions in which the ownership or lease of property or the conduct of its business requires such qualifications, licenses or approvals (including, as applicable, the servicing of the Purchased Contracts) except for non-compliance which could not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect.

(c) Power and Authority; Due Authorization. It (i) has all necessary power, authority and legal right to (A) execute and deliver the Basic Documents to which it is a party and (B) carry out the terms of the Basic Documents to which it is a party and (ii) has taken all necessary action to authorize the execution, delivery and performance of the Basic Documents to which it is a party and to assign or grant a security interest in the assets transferred by it on the terms and conditions in this Agreement.

(d) Binding Obligation. The Basic Documents to which it is a party have been duly executed and delivered by it and constitute legal, valid and binding obligations of it enforceable against it in accordance with their terms, terms, except as such enforceability may be limited by applicable insolvency, bankruptcy, reorganization, conservatorship, receivership, liquidation or other laws and by general principles of equity, regardless of whether such enforceability is considered in a proceeding in equity or at law.

(e) No Violation. The consummation of the transactions contemplated by the Basic Documents to which it is a party and the fulfillment of the terms thereof will not (i) conflict with, result in any breach of any of the terms and provisions of, or constitute (with or without notice or lapse of time or both) a default under, its formation documents or any agreement to which it is bound, (ii) result in the creation or imposition of any Lien upon the Purchased Property, other than Permitted Liens, or (iii) violate any Applicable Laws or any order or decree of any court or of any Federal or state regulatory body or administrative agency having jurisdiction over the Servicer or any of its properties, except, in each case, for non-compliance which could not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect.

(f) No Litigation. No litigation or administrative proceeding of or before any court, tribunal, or governmental body having jurisdiction over the Servicer or any of its properties or investigation by any Governmental Authority having jurisdiction over the Servicer or any of its properties is currently pending, or, to the best of the Servicer's knowledge, threatened in writing (i) asserting the invalidity of this Agreement and the other Basic Documents to which it is a party, or (ii) seeking any determination or ruling that might materially and adversely affect the performance by the Purchaser of its obligations under, or the validity or enforceability of, this Agreement and the other Basic Documents to which it is a party against the Servicer.

(g) All Consents Required. All approvals, authorizations, consents, orders, licenses or other actions of any person or of any Governmental Authority required for the due execution, delivery and performance by it of the Basic Documents to which it is a party have been obtained except for non-compliance which could not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect.

(h) Compliance. It is not in violation in any material respect of any Basic Document to which it is a party and it is in compliance with all Applicable Laws to which it is subject except for non-compliance which could not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect.

(i) Solvency. The Servicer is solvent and no voluntary or involuntary bankruptcy petition has been commenced by or against the Servicer, nor has the Servicer made an offer or assignment or compromise for the benefit of creditors and the Servicer will not be rendered insolvent by the consummation of the transactions contemplated hereby.

(j) Collection Policy. Subject to Section 5.03, as of the Effective Date, a true and correct copy of the Collection Policy is attached as Exhibit D to this Agreement.

(k) Data Privacy. It maintains (i) written policies and procedures with respect to the security and confidentiality of PII and (ii) records of the Purchaser in compliance with all Privacy Laws and internal policies in all material respects.

Section 3.02 *Covenants of the Servicer*. Until the termination of this Agreement, the Servicer covenants and agrees with the Purchaser as follows:

(a) Data Privacy. It will maintain records of the Purchaser in compliance in all material respects with all Privacy Laws and internal policies and procedures with respect to the security and confidentiality of PII, and will promptly provide the Purchaser and the Program Manager with any notice of a breach involving the Purchaser's information that the Servicer reasonably believes it is obligated to report to its regulators or to any Obligor.

(b) Non-Petition. Prior to the date which is one year and one day after the date on which any financing facility of the Purchaser related to the Contracts have been paid in full, it shall not commence or join with any other Person in commencing any proceeding against the Purchaser under any bankruptcy, reorganization, liquidation or insolvency law or statute now or hereafter in effect in any jurisdiction.

(c) Compliance. It will comply with (i) all Applicable Laws except for such non-compliance which could not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect on the Purchaser or any of the Purchased Contracts or any of the transactions contemplated by this Agreement and (ii) the requirements of Section 8.21 and Section 8.22 of the Sale Agreement with respect to the Purchased Contracts.

Article IV

CUSTODY OF PURCHASED CONTRACTS

Section 4.01 *Custody of Purchased Contracts*.

(a) Subject to the terms and conditions of this Section 4.01, the contents of each Contract File shall be held and controlled by the Servicer, or its custodian, for the benefit of, and as agent for, the Purchaser as the owner thereof. The Servicer shall mark its computer files created in connection with the related Purchased Contracts to be marked to reflect that such Purchased Contracts have been sold by the Seller to the Purchaser pursuant to the Sale Agreement and the Servicer shall deliver such Purchased Contracts to the Purchaser Vault Partition. The Servicer hereby accepts such appointment and authorization and agrees to perform its duties in accordance with Customary Servicing Practices.

(b) The Servicer agrees to maintain the related Contract Files at its offices or facilities, or at the offices or facilities of one of its custodians as shall from time to time be identified to the Purchaser and the Program Manager by written notice except that in the case of any Purchased Contracts constituting "electronic chattel paper", the "authoritative copy" thereof shall be maintained by the Servicer in a computer system such that the Servicer maintains "control" over such "authoritative copy" (terms in quotation marks have the meaning assigned to them in the UCC). The Servicer may temporarily move individual Contract Files or any portion thereof without notice as necessary to conduct collection and other servicing activities in

accordance with Customary Servicing Practices; *provided, however*, that the Servicer will take all action necessary to maintain the perfection of the Purchaser's interest in the Purchased Contracts and the proceeds thereof.

(c) As custodian, the Servicer shall have the following powers and perform the following duties:

(i) hold, or cause the Servicer's custodian to hold, the Contract Files on behalf of the Purchaser, maintain accurate records pertaining to each Purchased Contract to enable it to comply with the terms and conditions of this Agreement, maintain a current inventory thereof and certify to the Purchaser and the Program Manager annually that it, or its custodian, continues to maintain possession of such Contract Files;

(ii) implement policies and procedures in writing and signed by a Servicing Officer with respect to persons authorized to have access to the Contract Files on the Servicer's premises and the receipting for Contract Files taken from their storage area by an employee of the Servicer for purposes of servicing or any other purposes;

(iii) attend to all details in connection with maintaining custody of the Contract Files on behalf of the Purchaser; and

(iv) at all times maintain, or cause the Servicer's custodian to maintain, the original of the fully executed Purchased Contract (or, in the case of "electronic chattel paper", the "authoritative copy" of such Purchased Contract) in accordance with Customary Servicing Practices (terms in quotation marks have the meaning assigned to them in the UCC).

(d) In performing its duties under this Section 4.01, the Servicer agrees to act in accordance with Customary Servicing Practices. The Servicer shall promptly report in writing to the Purchaser and the Program Manager any failure by it, or its custodian, to hold the Contract Files as herein provided and shall promptly take appropriate action to remedy any such failure. In acting as custodian of the Contract Files, the Servicer further agrees not to assert any legal or beneficial ownership interest in the Purchased Contracts or the Contract Files, except as provided in Section 5.07. The Servicer agrees to indemnify the Purchaser and/or the Program Manager and each other Indemnified Party for any and all Losses of any kind whatsoever which may be imposed on, incurred by or asserted against the Purchaser and/or the Program Manager or such Indemnified Party as the result of any act or omission by the Servicer relating to the maintenance and custody of the Contract Files; *provided, however*, that the Servicer will not be liable for any portion of any such amount resulting from the gross negligence or willful misconduct of the Purchaser.

Article V

SERVICING OF CONTRACTS

Section 5.01 *Responsibility for Contract Administration*. The Servicer will have the sole obligation to manage, administer, service and make Collections on the Purchased Contracts and perform or cause to be performed all contractual and customary undertakings of the holder of the Purchased Contracts to the Obligor. The Purchaser (or the Program Manager on its behalf), at the reasonable written request of a Servicing Officer, shall furnish the Servicer with any customary and reasonable limited powers of attorney or other documents necessary or appropriate in the opinion of the Servicer to enable the Servicer to carry out its servicing and administrative duties hereunder. The Servicer shall act as the servicer hereunder until such time as any Servicing Transfer may be effected under Article VIII.

Section 5.02 *Standard of Care*. In managing, administering, servicing and making collections on the Purchased Contracts pursuant to this Agreement, the Servicer will exercise that degree of skill and care consistent with the skill and care that the Servicer exercises with respect to similar contracts serviced by the Servicer, and, in any event no less degree of skill and care than would be exercised by a prudent servicer of similar promissory notes and security agreements (such standard of care, the “*Customary Servicing Practices*”); provided, however, that notwithstanding the foregoing, the Servicer shall not release or waive the right to collect the unpaid balance of any Contract except (a) Permitted Modifications or (b) with respect to a Purchased Contract that has become a Defaulted Contract, the Servicer, consistent with its Collection Policy, may release or waive the right to collect the unpaid balance of such Defaulted Contract in an effort to maximize collections thereon; provided, further, that the Servicer shall use commercially reasonable efforts to pursue recoveries on Defaulted Contracts in its ordinary course of business and in accordance with the Collection Policy.

Section 5.03 *Collection Policy*. The Servicer may not modify or amend its Collection Policy without the prior consent of the Purchaser (which shall be at the written direction of the Program Manager) or the Program Manager; provided, that, neither the Purchaser’s nor the Program Manager’s prior consent shall be required in the event of any such modifications or amendments (i) that are consistent with Customary Servicing Practices, (ii) that are necessary to comply with Applicable Laws or are made based on the direction or guidance of any Governmental Authority, (iii) that are immaterial or administrative in nature, (iv) that would not be reasonably be expected to have a material adverse effect on the collectability of the Contracts or (v) that are implemented from time to time as part of temporary pilot programs for implementing new practices which are applied both the Purchased Contracts and similar Contracts serviced by the Servicer. To the extent the Purchaser’s or the Program Manager’s consent is required to implement a proposed change to the Collection Policy, the Purchaser or the Program Manager shall have ten (10) Business Days from the date of receipt by a Responsible Officer of the Purchaser or the Program Manager to review and approve the proposed changes, and such updated policy shall be treated as automatically accepted unless the Purchaser or the Program Manager informs the Servicer in writing (which, for the avoidance of doubt, may be by e-mail) prior to the expiration of such review period that the Collection Policy is being rejected and the reasons for such rejection. Neither the Program Manager nor the Purchaser shall have approval rights for any changes to the Collection Policy with respect to Contracts that are not proposed or actual Purchased Contracts. Upon delivery by the Servicer to the Purchaser and the Program Manager of an updated Collection Policy reflecting the approved (or deemed approved) changes, such updated Collection Policy shall automatically replace and supersede the previous version of the Collection Policy attached as Exhibit D to this Agreement, without the need for a formal amendment.

Section 5.04 *Records*. The Servicer shall, during the period it is servicer hereunder, maintain such books of account and other records as will enable the Purchaser to determine the status of each Purchased Contract.

Section 5.05 *Inspection*.

(a) During the term of this Agreement, the Servicer shall provide the Purchaser (which shall be at the written direction of the Program Manager) and/or the Program Manager and its and their authorized agents reasonable access during normal business hours to the Servicer’s books and records relating to the Purchased Contracts, including but not limited to internal audit reports, testing results and policies, and will cause its personnel to assist in any examination of such books and records by the Purchaser or the Program Manager, or such authorized agents and allow copies of the same to be made. Without otherwise limiting the scope of the examination the Purchaser or the Program Manager may, using generally accepted audit procedures, verify the status of each Purchased Contract and review the records relating thereto for conformity to Portfolio and Settlement Reports prepared pursuant to Article IX and compliance with the standards represented to exist as to each Contract in this Agreement. Notwithstanding the foregoing, the Servicer shall not be obligated pursuant to this Section 5.05 to provide access to any information that it reasonably and in good faith considers to be NPI, a

trade secret or confidential information or the disclosure of which would adversely affect the attorney client privilege between the Servicer and its counsel or which is prohibited by a Governmental Authority or by Applicable Law from being disclosed. Each such inspection (w) shall occur during regular business hours upon thirty (30) days' notice if commercially reasonable to do so and in no event shall such notice be less than ten (10) Business Days, (x) if commercially reasonable, shall occur at the same time as any inspection pursuant to the Sale Agreement, (y) shall require no more than a two (2) Business Days commitment of the Servicer and its employees and (z) shall not unreasonably interfere with Servicer's business operations or customer or employee relations; provided, however, that such limitations shall not apply in the event that an Event of Termination has occurred and is continuing except with respect to the advance notice requirement, which shall be at least one (1) Business Day prior written notice in the event that an Event of Termination has occurred and is continuing. The Purchaser and the Program Manager and its and their representatives shall comply with all of the confidentiality and security requirements of this Agreement. Collectively, the Purchaser and the Program Manager shall not request more than one (1) inspection or audit under this Section 5.05 in any calendar year, commencing with the calendar year ending on December 31, 2026; provided, however, that such limitation shall not apply in the event that an Event of Termination has occurred and is continuing. If the Purchaser or the Program Manager elects to exercise its inspection and audit right under any Sale Agreement, such inspection or audit shall be deemed to be the sole inspection or audit exercised by both the Purchaser and the Program Manager for that calendar year under this Section 5.05 and under any other Basic Document providing an inspection or audit right with respect to the Servicer or the Seller, and the other party shall have no separate right to conduct a duplicative inspection or audit for the same calendar year so long as reasonable accommodations are made for such other party to participate in such inspection or audit. Subject to Section 11.13(c) below, all costs and expenses of any inspection shall be solely paid by the Purchaser; provided, however, that such limitation shall not apply in the event that an Event of Termination has occurred and is continuing.

(b) The Servicer shall provide the Purchaser and the Program Manager with twenty-five (25) days advance written notice prior to such inspection to the extent that any other purchaser of Contracts exercises its inspection or audit rights under its related servicing agreement (provided that in any event the Servicer shall provide such notice to the Purchaser and the Program Manager no earlier than five (5) days after the Servicer's receipt of a notice of exercise of inspection or audit rights from such other purchaser), and the Purchaser and/or the Program Manager shall have the right to participate in such inspection and audit subject to the terms and conditions set forth in clause (a) above. If the Purchaser and/or the Program Manager elects to participate in such inspection and audit, the Purchaser and the Program Manager shall be deemed to have utilized one inspection and audit right under this Section 5.05. The Servicer shall make all relevant materials and personnel reasonably available in a single, coordinated inspection or audit process, and shall not be required to duplicate inspections or audits covering the same or substantially similar scope. The Purchaser and the Program Manager each agrees to cooperate in good faith to conduct joint and consolidated inspections or audits where reasonably practicable.

(c) At all times during the term hereof, the Purchaser and/or the Program Manager may request a current copy of the List of Contracts on any Business Day.

Section 5.06 Collection Account; Deposit of Payments.

(a) All monies on deposit in the Collection Account (including all investment earnings but excluding any unpaid Servicer Fee and any unpaid Servicing Expense) shall be the sole property of the Purchaser.

(b) The Servicer shall deposit all payments by or on behalf of the Obligors received directly by the Servicer into the Lockbox Account as promptly as practical (but in any case not

later than the second (2nd) Business Day following the processing, receipt and identification thereof), including:

(i) With respect to principal, interest and other amounts on the Purchased Contracts received after the Cutoff Date (which for the purpose of this paragraph (a)(i) shall include those monies in the Lockbox Account allocable to principal and interest on the Purchased Contracts), all such amounts received by the Servicer; and

(ii) All Net Liquidation Proceeds related to the Purchased Contracts.

All such amounts held in the Lockbox Account shall not be subject to any Liens, other than Permitted Liens.

(c) The Servicer shall apply Collections received in respect of a Purchased Contract as follows:

(i) First, to the scheduled payment (including accrued interest and principal) with respect to such Purchased Contract;

(ii) Second, to pay any expenses and unpaid late charges or fees (if any) due and owing under such Purchased Contract; and

(iii) Third, to any remaining principal until such Purchased Contract is paid in full.

(d) The Servicer shall cause all Collections in respect of the Purchased Contracts in the Lockbox Account to be deposited into the Collection Account no later than the second (2nd) Business Day following the receipt and identification thereof..

Section 5.07 Enforcement.

(a) The Servicer will, consistent with Section 5.02, act with respect to the Purchased Contracts in such manner as in its judgment will reasonably maximize the receipt of all payments called for under the terms of the Purchased Contracts. The Servicer shall use its commercially reasonable efforts to cause Obligors to make all payments on the Purchased Contracts to the Lockbox Account (either directly by remitting payments to the Lockbox, or indirectly by making payments through a direct debit, the telephone or the internet to an account of the Servicer which payments will be subsequently transferred from such account to the Lockbox Account). The Servicer will act in a commercially reasonable manner with respect to the repossession and disposition of a Motorcycle following a default under the related Purchased Contract with a view to realizing proceeds at least equal to the Motorcycle's fair market value. If the Servicer determines that eventual payment in full of a Purchased Contract is unlikely, the Servicer will follow its Customary Servicing Practices to recover all amounts due upon that Purchased Contract, including repossessing and disposing of the related Motorcycle at a public or private sale or taking other action permitted by Applicable Laws. The Servicer will be entitled to recover all Servicing Expenses incurred by it in liquidating a Purchased Contract and disposing of the related Motorcycle.

(b) The Servicer shall, in accordance with Customary Servicing Practices, sue to enforce or collect upon Purchased Contracts, in its own name, if possible, or as agent for the Purchaser. If the Servicer elects to commence a legal proceeding to enforce a Purchased Contract, the act of commencement shall be deemed to be an automatic assignment of the Purchased Contract to the Servicer for purposes of collection only. If, however, in any enforcement suit or legal proceeding it is held that the Servicer may not enforce a Purchased

Contract on the ground that it is not a real party in interest or a holder entitled to enforce the Purchased Contract, the Servicer in the name of the Purchaser is hereby authorized and empowered by the Purchaser when the Servicer believes it appropriate in its reasonable judgment to execute and deliver, on behalf of the Purchaser, any and all instruments of satisfaction or cancellation, or of partial or full release or discharge and all other comparable instruments, with respect to any Purchased Contract; provided, however, that the Servicer shall not be entitled to release, discharge, terminate or cancel any Purchased Contract unless (i) the Servicer shall have received payment in full of all principal, interest and fees owed by the Obligor related thereto, or (ii) the Servicer accepts a short pay or reduced payment of full principal, interest and fees owed on such Purchased Contract in accordance with the Collection Policy.

(c) The Servicer shall exercise any rights of recourse against third persons that exist with respect to any Purchased Contract in accordance with Customary Servicing Practices. In exercising recourse rights, the Servicer is authorized on the Purchaser's behalf to reassign a Purchased Contract that becomes a Defaulted Contract or the related Motorcycle to the Person against whom recourse exists at the price set forth in the document creating the recourse; *provided, however*, the Servicer in exercising recourse against any third persons as described in the immediately preceding sentence shall do so in such manner as in its judgment will maximize the aggregate recovery with respect to the related Purchased Contract; and *provided further, however*, that notwithstanding the foregoing the Servicer in its capacity as such may exercise such recourse only if such Purchased Contract (i) was not required to be reacquired by the Seller pursuant to the Sale Agreement or (ii) was required to be reacquired by the Seller and the Seller has defaulted on such reacquisition obligation.

(d) The Servicer may waive, modify or vary any term of any Purchased Contract or grant extensions, rebates or adjustments on any Contract if such action constitutes a Permitted Modification.

(e) The Servicer will not add to the Outstanding Principal Balance of any Purchased Contract the premium of any physical damage or other individual insurance on a Motorcycle securing such Purchased Contract the Servicer obtains on behalf of the Obligor under the terms of such Purchased Contract, but may, in accordance with Customary Servicing Practices, create a separate Obligor obligation with respect to such premium if and as provided by the Purchased Contract.

(f) If the Servicer shall have repossessed a Motorcycle on behalf of the Purchaser, the Servicer shall either (i) maintain physical damage insurance with respect to such Motorcycle, or (ii) indemnify the Purchaser against any and all damage to such Motorcycle prior to resale or other disposition. The Servicer shall not allow such repossessed Motorcycles to be used in an active trade or business, but rather shall dispose of the Motorcycle in a reasonable time in accordance with Customary Servicing Practices.

Section 5.08 *Purchaser or the Program Manager to Reasonably Cooperate.* Upon payment in full on any Purchased Contract, the Servicer is authorized to execute an instrument in satisfaction of such Purchased Contract and to do such other acts and execute such other documents as the Servicer deems necessary to discharge the Obligor thereunder and eliminate the security interest in the Motorcycle related thereto. The Servicer shall determine when a Purchased Contract has been paid in full in accordance with the Collection Policy. Upon the written request of a Servicing Officer, the Purchaser or the Program Manger shall perform such other acts as reasonably requested in writing by the Servicer and otherwise reasonably cooperate with the Servicer in the enforcement of the Purchaser's or the Program Manager's rights and remedies with respect to the Purchased Contracts.

Section 5.09 *Maintenance of Security Interests in Motorcycles.* The Servicer shall, in accordance with Customary Servicing Practices, take such steps as are necessary to maintain

continuous perfection and the first priority of the security interest (subject to Permitted Liens) created by each Purchased Contract in the related Motorcycle. The Purchaser hereby authorizes the Servicer to take such steps as are necessary to perfect such security interest and to maintain the first priority thereof (subject to Permitted Liens) in the event of a relocation of a Motorcycle or for any other reason.

Section 5.10 *Successor Servicer/Lockbox Agreements.* In the event the Servicer shall for any reason no longer be acting as such, the Successor Servicer shall thereupon assume all of the rights and obligations of the outgoing servicer under each Lockbox Agreement; *provided, however*, that the Successor Servicer shall not be liable for any acts or obligations of the Servicer arising prior to such succession. In such event, the Successor Servicer shall be deemed to have assumed all of the outgoing Servicer's interest therein and to have replaced the outgoing Servicer as a party to each such Lockbox Agreement to the same extent as if such Lockbox Agreement had been assigned to the Successor Servicer, except that the outgoing Servicer shall not thereby be relieved of any liability or obligations on the part of the outgoing Servicer to a Lockbox Bank under such Lockbox Agreement. The outgoing Servicer shall, upon the request of the Purchaser or the Program Manager, but at the expense of the outgoing Servicer, deliver to the Successor Servicer all documents and records relating to each such Lockbox Agreement and an accounting of amounts collected and held by a Lockbox Bank and otherwise use its commercially reasonable efforts to effect the orderly and efficient transfer of any Lockbox Agreement to the Successor Servicer.

Section 5.11 *Indemnification.*

(a) Each of (i) the Servicer and (ii) the Purchaser (in each case, the "*Indemnifying Party*") hereby agrees to indemnify, defend and hold harmless each of the Purchaser and the Program Manager (in the case of the Servicer acting as Indemnifying Party) or the Servicer (in the case of the Purchaser acting as Indemnifying Party) and, in each case, its and their respective Affiliates, trustees (including the Trustee), directors, officers, employees, agents and representatives (hereinafter referred to as the "*Indemnified Parties*") from and against Losses suffered or sustained by reason of (a) in the case of Servicer as Indemnifying Party, the failure by the Servicer to comply, with Applicable Laws with respect to the servicing or collection of the Purchased Contracts, (b) in the case of Servicer as Indemnifying Party, any Event of Termination or any breach of a representation, warranty, covenant or other agreement of Servicer under this Agreement or claims asserted at any time by third parties against the Purchaser which result from this clause (b) or clause (d), (c) in the case of the Purchaser as Indemnifying Party, any breach of a representation, warranty, covenant or other agreement of the Purchaser and/or the Program Manager under this Agreement or claims asserted at any time by third parties against the Servicer which result from this clause (c) or clause (d), or (d) the Indemnifying Party's fraud, gross negligence, willful misfeasance or bad faith in the performance of its obligations under this Agreement; *provided, however*, that the Indemnifying Party shall not be required to indemnify any Indemnified Party to the extent any such Loss directly resulted from fraud, gross negligence, willful misfeasance or bad faith of any Indemnified Party.

(b) It is understood that the Indemnifying Party shall not, in respect of the legal expenses of any Indemnified Party in connection with any proceeding or related proceedings in the same jurisdiction, be liable for the fees and expenses of more than one counsel (in addition to any local counsel) for all such Indemnified Parties and that all such fees and expenses shall be reimbursed promptly as they are incurred. The Indemnifying Party shall not be liable for any settlement of any proceeding effected without its written consent provided that its written consent is not unreasonably withheld, conditioned or delayed, but if settled with such consent or if there is a final judgment for the plaintiff, the Indemnifying Party agrees to indemnify the Indemnified Party from and against any loss or liability by reason of such settlement or judgment. No Indemnifying Party shall, without the prior written consent of the Indemnified Party, effect any settlement or compromise of or consent to the entry of any judgment in or otherwise seek to terminate any pending or threatened proceeding in respect of which any Indemnified Party is or could have been a party and indemnity could have been sought hereunder

by such Indemnified Party, unless such settlement (i) includes an unconditional release of such Indemnified Party from all liability on claims that are the subject matter of such proceeding, (ii) does not include any statement as to or any admission of fault, culpability or a failure to act by or on behalf of such Indemnified Party and (iii) contains a confidentiality provision providing that the contents of and parties to such settlement, compromise, discharge or entry of any judgement are confidential.

(c) The Indemnified Party shall, to the extent practicable and reasonably within its control, make good faith efforts to mitigate any Losses of which it has adequate written notice, provided that an Indemnified Party shall not be obligated to act in a manner that it reasonably believes is adverse to its own best interests. To the extent that the Purchaser as an Indemnified Party is indemnified and actually paid and/or reimbursed for a Loss under this Agreement and the Sale Agreement, the Purchaser may obtain only a single recovery for the Loss.

(d) Without otherwise limiting the Purchaser's rights to indemnification hereunder, (i) to the extent that any rights of the Purchaser hereunder are assigned or otherwise transferred to any transferee in accordance with the terms of this Agreement, any such transferee shall not be permitted to claim indemnification pursuant to this Section 5.11 unless the related transfer was made in a permitted Reconstitution (or to any other permitted transferee) in accordance with the terms in the Sale Agreement or in a Harley-Davidson Securitization Transaction, in each case, such transferee shall be bound by the limits on indemnification contained in this Section 5.11 as if such transferee were the Purchaser, and such transferee may only claim indemnity in conjunction with, or in place of, the Purchaser; and (ii) multiple recoveries for any single Loss shall not be permitted.

(e) The terms and provisions of this Section 5.11 shall be subject to Section 11.13(c) below and otherwise survive the termination or assignment of this Agreement with respect to acts and occurrences first arising prior to the applicable date of termination.

Section 5.12 *Business Continuity Plan*. The Servicer shall maintain a business continuity plan designed to permit sound resumption of the Servicer's obligations following a disaster. The Servicer shall provide the Purchaser and the Program Manager with access to and an opportunity to review relevant operational business continuity plans during any inspection or audit requested by the Purchaser in accordance with Section 5.05.

Section 5.13 *Notice of Event of Termination*. The Servicer shall deliver to the Purchaser and the Program Manager, as soon as reasonably practicable and in any event within five (5) Business Days upon the Servicer having knowledge of any Event of Termination, a written notice setting forth details of such Event of Termination and, to the extent that the Servicer has determined that an action should be taken, such action which the Servicer proposes to take with respect thereto, which information shall be updated promptly from time to time.

Section 5.14 *Insurance*. The Servicer shall, throughout the duration of this Agreement and at the Servicer's cost and expense, keep in full force and effect general liability and errors and omissions for the services rendered pursuant to this Agreement. The general liability coverage will have limits of liability of not less than \$2,500,000 aggregate and \$500,000 per occurrence and the financial institutions errors and omissions coverage will have an aggregate limit of not less than \$2,500,000. The Servicer shall give the Purchaser and the Program Manager written notice within fifteen (15) calendar days if any such insurance coverage, or any portion thereof, has been terminated, canceled or modified. The Servicer shall not terminate or allow such insurance coverage to be terminated unless the Servicer has replaced such terminated portions of the insurance coverage prior to final termination or modification, without interruption of insurance coverage.

Article VI

RELEASE OF CONTRACT FILES

Section 6.01 *Release of Documents*. Upon the repurchase of Contracts pursuant to Section 8.1 of the Sale Agreement, the Servicer will release or cause to be released any document in the Contract Files to the Seller at such place or places as the Seller may designate, as soon thereafter as is practicable. Upon receipt of the Repurchase Price in accordance with the Sale Agreement, the Purchaser shall be deemed to automatically and irrevocably release all right, title, interest and security interest it holds in the repurchased Contracts and related Purchased Property and Financed Vehicles, including any related Contract Files, proceeds and other collateral. At the written request of the Servicer or the Seller, the Purchaser or the Program Manager shall promptly execute and deliver any instruments, releases, UCC termination statements or other documents or instruments reasonably necessary to evidence such release.

Article VII X

SERVICING COMPENSATION

Section 7.01 *Servicer Fee*. As compensation for its servicing activities under this Agreement, the Servicer shall be entitled to the Servicer Fee. The Servicer Fee for any Monthly Period shall be due and payable on each Settlement Date. The Servicer shall reimburse itself for the Servicer Fee and any Servicing Expenses by netting such amounts from Collections otherwise required to be remitted to Purchaser pursuant to Section 5.06(d) on each Settlement Date. Without limitation of anything set forth in Article IX, the Servicer shall reflect all such netted amounts (together with all Supplemental Servicing Fees retained by the Servicer) in the applicable Portfolio and Settlement Report (which shall include a reasonably detailed description and calculation thereof). The Servicer shall be entitled to retain Supplemental Servicing Fees which shall not constitute Collections.

Section 7.02 *Expense Reimbursement*.

(a) The Servicer shall be reimbursed for all Servicing Expenses incurred by the Servicer consistent with the standard of care set forth in Section 5.02, including in connection with collecting and enforcing Delinquent Contracts or Defaulted Contracts and those relating to third-party collectors and any legal proceedings related to the Purchased Contracts, which Servicing Expenses shall be netted by the Servicer in accordance with Section 7.01. Servicing Expenses for any Monthly Period shall be due and payable on each Settlement Date.

(b) The Servicer agrees that it shall not incur any costs or expenses in the collection and enforcement of a Purchased Contract that becomes a Delinquent Contact or Defaulted Contact unless the Servicer believes, in its good faith judgment, that such costs or expenses will, or if made would, be ultimately recoverable from liquidation or other proceeds of such Delinquent Contact or Defaulted Contact.

Article VIII

EVENTS OF TERMINATION; SERVICE TRANSFER

Section 8.01 *Events of Termination*. “Event of Termination” means the occurrence of any of the following:

(a) Any failure by the Servicer to make any payment, deposit, remittance or transfer required to be made pursuant to this Agreement and the continuance of such failure for a period of three (3) Business Days after the date on which a Servicing Officer discovers such failure or the Purchaser or the Program Manager provides written notice of such failure to the Servicer (whichever is earlier);

(b) Failure on the Servicer's part to observe or perform in any material respect any covenant or agreement in this Agreement (other than a covenant or agreement the breach of which is specifically addressed elsewhere in this Section) which failure shall (i) materially and adversely affect the rights of the Purchaser and/or the Program Manager and (ii) continue unremedied for a period of thirty (30) days after the date on which written notice of such failure, requiring the same to be remedied, shall have been given to the Servicer by the Purchaser and/or the Program Manager;

(c) An Insolvency Event with respect to the Servicer;

(d) The Net Worth of the Parent shall fall below \$[***] as of the end of any calendar quarter;

(e) Any representation, warranty or statement of the Servicer made in this Agreement or any certificate, report or other writing delivered pursuant hereto shall prove to have been incorrect in any material respect as of the time when the same shall have been made and the incorrectness of such representation, warranty or statement has a material adverse effect on the Purchaser and the circumstances or condition in respect of which such representation, warranty or statement was incorrect shall not have been eliminated or otherwise cured for a period of thirty (30) days after the earlier of the date upon which Servicer knew of such failure or its receipt of written notice of such failure, requiring the same to be remedied, from the Purchaser and/or the Program Manager;

(f) any Governmental Authority shall have (i) condemned, seized or appropriated, or to have assumed custody or control of, all or any substantial part of the property of Servicer, (ii) taken any action to displace the management of Servicer or to materially curtail its authority in the conduct of the business of Servicer, or (iii) taken any action in the nature of enforcement to remove, limit, restrict or prohibit the licensing or approval of Servicer as a servicer of loans and, in each case, such action has or could reasonably be expected to have a Material Adverse Effect;

(g) failure by Servicer to maintain the necessary licenses, approvals, qualifications or authorizations to do business or service any Loan in any jurisdiction where an Obligor is resident, which failure (i) results in the Servicer becoming subject to a cease and desist order, injunction, or other similar formal enforcement action issued by a Governmental Authority having jurisdiction over the Servicer or (ii) could reasonably be expected to have a Material Adverse Effect with respect to Servicer or Purchaser's portfolio of Purchased Contracts as a whole, and such failure continues unremedied for a period of thirty (30) days after the earlier of the date upon which Servicer knew of such failure or its receipt of written notice of such failure, requiring the same to be remedied, from the Purchaser and/or the Program Manager; provided, however, that if the Servicer has provided prompt written notice to the Purchaser and the Program Manager upon becoming aware that any such event has occurred and the Servicer has initiated appropriate and commercially reasonable steps to cure such failure with such Governmental Authority, including by engaging in good faith with such Governmental Authority, the Servicer shall have ninety (90) days after Servicer's delivery of notice to the Purchaser and the Program Manager to cure such failure if the Servicer determines that such period is necessary to cure such failure; provided, further that the Purchaser and/or the Program Manager may in its or their reasonable discretion agree to extend such grace period (any number of times for any length of time at the Purchaser's or the Program Manager's reasonable discretion) if the Servicer's attempts to cure such failure are ongoing; or

(h) The fraud, gross negligence or willful misconduct of a Responsible Officer of the Servicer in the performance of its duties under this Agreement which (i) shall, to the extent curable, continue unremedied for a period of thirty (30) days after the date on which written notice of such failure, requiring the same to be remedied, shall have been given to the Servicer

by the Purchaser or the Program Manager, and (ii) adversely affects the interests of Purchaser and/or the Program Manager, any other Indemnified Party, or the value, collectability or enforceability of the Purchased Contracts taken as a whole (or any material portion thereof) in any material respect.

Section 8.02 *[Reserved]*.

Section 8.03 *Servicing Transfer*.

(a) If an Event of Termination has occurred and is continuing and has not been waived by the Purchaser, the Purchaser or the Program Manager may, by written notice delivered to the Servicer, terminate all (but not less than all) of the Servicer's management, administrative, servicing, custodial and collection functions hereunder (*provided, however*, that any payment, reimbursement, and indemnification obligations of the Servicer that arose prior to such termination shall survive) (such termination being herein called a "*Servicing Transfer*").

(b) Upon receipt of the notice required by Section 8.03(a) (or, if later, on a date designated therein), all rights, benefits, fees, indemnities, authority and power of the Servicer under this Agreement, whether with respect to the Contracts, the Contract Files or otherwise, shall pass to and be vested in a Person designated by the Purchaser or the Program Manager (the "*Successor Servicer*"); and, without limitation, the Successor Servicer is authorized and empowered to execute and deliver on behalf of the Servicer, as attorney-in-fact or otherwise, any and all documents and other instruments, and to do any and all acts or things necessary or appropriate to effect the purposes of such notice of termination. The Servicer agrees to cooperate with the Successor Servicer in effecting the termination of the responsibilities and rights of the Servicer hereunder, including, without limitation, the transfer to the Successor Servicer for administration by it of all cash amounts which shall at the time be held by the Servicer for deposit, or have been deposited by the Servicer, in the Collection Account, or for its own account in connection with its services hereafter or thereafter received with respect to the Contracts. The Servicer shall transfer to the Successor Servicer (i) all records held by the Servicer relating to the Contracts in such electronic form as the Successor Servicer may reasonably request and (ii) any Contract Files in the Servicer's possession. In addition, the Servicer shall permit access to its premises (including all computer records and programs) to the Successor Servicer or its designee, and shall pay the reasonable transition expenses of the Successor Servicer. Upon a Servicing Transfer, the Successor Servicer shall also be entitled to receive the Servicer Fee for performing the obligations of the Servicer.

Section 8.04 *Successor Servicer to Act; Appointment of Successor Servicer*. On or after a Servicing Transfer pursuant to Section 8.03, the Successor Servicer shall be the successor in all respects to the Servicer in its capacity as servicer under this Agreement, to the extent provided in Section 8.06, and the transactions set forth or provided for herein and shall be subject to all the responsibilities, duties and liabilities relating thereto placed on the Servicer by the terms and provisions hereof, and the terminated Servicer shall be relieved of such responsibilities, duties and liabilities arising after such Servicing Transfer; *provided, however*, that (i) the Successor Servicer will not assume any obligations of the Servicer described in Section 8.08 and (ii) the Successor Servicer shall not be liable for any acts or omissions of the Servicer occurring prior to such Servicing Transfer or for any breach by the Servicer of any of its representations and warranties contained herein or in any related document or agreement.

Section 8.05 *Effect of Transfer*.

(a) After a Servicing Transfer, the terminated Servicer shall have no further obligations with respect to the management, administration, servicing, custody or collection of the Contracts and the Successor Servicer appointed pursuant to Section 8.04 shall have all of such obligations, except that the terminated Servicer will transmit or cause to be transmitted directly to the Successor Servicer for its own account, promptly on receipt and in the same form in which received, any amounts (properly endorsed where required for the Successor Servicer to collect them) received as payments upon or otherwise in connection with the Contracts.

(b) A Servicing Transfer shall not affect the rights and duties of the parties hereunder (including but not limited to the indemnities of the Servicer) other than those relating to the management, administration, servicing, custody or collection of the Purchased Contracts.

Section 8.06 *Database File*. The Servicer will provide the Successor Servicer with a data file (in a format reasonably acceptable to the Purchaser or the Program Manager and the Servicer) containing the database file for each Purchased Contract (i) as of the Cutoff Date, (ii) thereafter, as of the last day of the preceding Monthly Period prior to a Servicing Transfer, and (iii) on and as of the Business Day before the actual commencement of servicing functions by the Successor Servicer following the occurrence of a Servicing Transfer.

Section 8.07 *Successor Servicer Indemnification*. The Servicer shall defend, indemnify and hold the Successor Servicer and any officers, directors, employees or agents of the Successor Servicer harmless against any and all claims, losses, penalties, fines, forfeitures, legal fees and related costs, judgments and any other costs, fees, and expenses that the Successor Servicer may sustain in connection with the claims asserted at any time by third parties against the Successor Servicer which result from (i) any willful or grossly negligent act taken or omission by the Servicer or (ii) a breach of any representations of the Servicer in Section 3.01 hereof. The indemnification provided by this Section 8.08 shall survive the termination of this Agreement.

Section 8.08 *Responsibilities of the Successor Servicer*.

(a) The Successor Servicer will not be responsible for delays attributable to the Servicer's failure to deliver information, defects in the information supplied by the Servicer or other circumstances beyond the control of the Successor Servicer.

(b) The Successor Servicer will make arrangements with the Servicer for the prompt and safe transfer of, and the Servicer shall provide to the Successor Servicer, all necessary servicing files and records, including (as applicable and deemed necessary by the Successor Servicer at such time): (i) imaged Purchased Contract documentation, (ii) servicing system tapes, (iii) Purchased Contract payment history, (iv) collections history, and (v) the trial balances, as of the close of business on the day immediately preceding conversion to the Successor Servicer, reflecting all applicable Purchased Contract information.

(c) The Successor Servicer shall have no responsibility and shall not be in default hereunder nor incur any liability for any failure, error, malfunction or any delay in carrying out any of its duties under this Agreement if any such failure or delay results from the Successor Servicer acting in accordance with information prepared or supplied by a Person other than the Successor Servicer or the failure of any such Person to prepare or provide such information. The Successor Servicer shall have no responsibility, shall not be in default and shall incur no liability (i) for any act or failure to act by any third party, including the Servicer, or for any inaccuracy or omission in a notice or communication received by the Successor Servicer from any third party or (ii) which is due to or results from the invalidity, unenforceability of any Purchased Contract with Applicable Laws or the breach or the inaccuracy of any representation or warranty made with respect to any Purchased Contract.

Section 8.09 *Limitation of Liability of Servicer*. Neither the Servicer nor any of the directors, officers, employees or agents of the Servicer shall be under any liability to the Purchaser, except as provided under this Agreement, for any action taken or for refraining from the taking of any action pursuant to this Agreement or for errors in judgment; *provided, however*, that this provision shall not protect the Servicer or any such person against any liability that would otherwise be imposed by reason of willful misfeasance, bad faith or negligence in the performance of duties or by reason of reckless disregard of obligations and duties under this Agreement. The Servicer and any director, officer, employee or agent of the Servicer may rely in good faith on the advice of counsel or on any document of any kind, *prima facie* properly executed and submitted by any Person respecting any matters arising under this Agreement.

(a) Except as provided in this Agreement, the Servicer shall not be under any obligation to appear in, prosecute or defend any legal action that shall not be incidental to its duties to service the Contracts in accordance with this Agreement, and that in its opinion may cause it to incur any expense or liability; *provided, however*, that the Servicer may undertake any reasonable action that it may deem necessary or desirable in respect of the Basic Documents.

Section 8.10 *Merger or Consolidation of Servicer*. Any Person into which the Servicer may be merged or consolidated, or any corporation or other entity resulting from any merger conversion or consolidation to which the Servicer shall be a party, or any Person succeeding to all or substantially all of the servicing business of the Servicer (which Person assumes the obligations of the Servicer), shall be the successor of the Servicer hereunder, without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding. The Servicer shall give prior written notice of any such merger, consolidation, or succession to which it is a party to the Purchaser and the Program Manager.

Section 8.11 *Limitation on Resignation by the Servicer*. Subject to the provisions of Section 8.03, Servicer shall not resign from the obligations and duties hereby imposed on it as Servicer under this Agreement except by mutual written consent of the Servicer, the Program Manager, and the Purchaser (as may be directed in writing by the Program Manager) or upon determination that the performance of its duties under this Agreement shall no longer be permissible under Applicable Laws. Notice of any such determination permitting the resignation of Servicer shall be communicated to the Purchaser and the Program Manager at the earliest practicable time (and, if such communication is not in writing, shall be confirmed in writing at the earliest practicable time) and any such determination shall be evidenced by an opinion of counsel to such effect delivered to the Purchaser and the Program Manager concurrently with or promptly after such notice. No such resignation shall become effective until a successor servicer shall have assumed the responsibilities and rights of the predecessor Servicer in accordance with Section 8.04.

Section 8.12 *Appointment of Subservicer*. So long as HDCC acts as the Servicer, the Servicer may at any time without notice or consent perform specific duties as servicer under this Agreement through subcontractors; *provided, however*, that, in each case, no such delegation or subcontracting shall relieve the Servicer of its responsibilities with respect to such duties, as to which the Servicer shall remain primarily responsible with respect thereto; *and provided further* that if the Servicer intends to delegate its duties with respect to a Defaulted Contract to a subcontractor whose identity has not previously been notified to the Purchaser and the Program Manager, the Servicer shall provide the Purchaser and the Program Manager with ten (10) Business Days' prior written notice.

Section 8.13 *Cooperation in Financing Efforts*. In the event that the Purchaser (or the Program Manager on its behalf) seeks to execute a Financing Facility to facilitate its purchase of the Contracts, the Servicer will cooperate with the Purchaser's and/or the Program Manager's efforts, including, to the extent the Purchaser and/or the Program Manager is entitled to such information hereunder, to the extent consistent with Applicable Laws and any applicable privacy policy, and contingent upon execution of a reasonable non-disclosure agreement executed between the potential financing source and the Servicer governing such information (only to the extent that such non-disclosure agreement is requested by the Servicer), (A) making available to the potential financing source and any related backup servicer, verification agent or similar service provider the same information the Purchaser and/or the Program Manager is entitled to under this Agreement concerning the Servicer and the Purchased Contracts as such financing source may reasonably request to the extent such information is not required to be delivered in a different manner; (B) making its personnel reasonably available, upon reasonable prior written notice and during normal business hours so long as it does not unreasonably interfere with the Servicer's business operations or customer or employee relations, to respond to such reasonable questions (if any) as such financing source may raise for purposes of its due diligence review; and (C) in good faith consider entering into reasonable amendments to this Agreement in form

and substance satisfactory to the Servicer; provided that nothing in this sub-clause (C) shall require the Servicer to enter into any such amendment if, in its sole determination, it would be adverse to its interests to do so or would create any additional obligation or liability on the Servicer or to perform any additional covenant beyond those expressly contained in this Agreement. The financing source shall not make for more than one (1) information request each calendar year and any such information request shall require no more than two (2) Business Days commitment of the Servicer and its employees and shall not unreasonably interfere with Seller's business operations or customer or employee relations. Subject to Section 11.13(c) below, the Purchaser shall pay all reasonable costs and expenses, including without limitation reasonable and documented legal fees and disbursements, overhead expenses and administrative costs, which Servicer may reasonably incur in connection with any such cooperation.

Article IX

REPORTS

Section 9.01 *Officer's Certificate*. Each Portfolio and Settlement Report delivered pursuant to Section 9.02 shall be accompanied by a certificate of a Servicing Officer substantially in the form of *Exhibit A*, certifying the accuracy of the Portfolio and Settlement Report (and any and all information contained therein) and that no Event of Termination or event that with notice or lapse of time or both would become an Event of Termination has occurred, or if such event has occurred and is continuing, specifying the event and its status.

Section 9.02 *Portfolio and Settlement Reports to Purchaser*. On or before the fifth (5th) Business Day prior to each Reporting Date, the Servicer shall prepare and deliver to the Program Manager (on behalf of the Trust), Purchaser and the Paying Agent, or forward or otherwise make available via internet to Program Manager (on behalf of the Trust), Purchaser and the Paying Agent, a statement as of the related Reporting Date substantially in the form of *Exhibit B* hereto (the "*Portfolio and Settlement Report*") setting forth the following information:

- (a) the amount of Servicer Fee and Servicing Expenses due and payable on the next succeeding Settlement Date;
- (b) the number and aggregate Outstanding Principal Balance of Purchased Contracts that have become Delinquent Contracts, computed as of the end of the related Monthly Period;
- (c) the number and aggregate Outstanding Principal Balance of Purchased Contracts that became Defaulted Contracts during the related Monthly Period, the Net Liquidation Proceeds for such Monthly Period and the Net Liquidation Losses as of the end of the related Monthly Period;
- (d) the number of Purchased Contracts and the aggregate Outstanding Principal Balance of such Purchased Contracts, as of the first day of the related Monthly Period and as of the last day of the related Monthly Period (after giving effect to payments received during such Monthly Period);
- (e) the aggregate Outstanding Principal Balance and number of Purchased Contracts that were repurchased by the Seller pursuant to the Sale Agreement during the related Monthly Period, identifying the purchase price for such Purchased Contracts;
- (f) the Collections for the Monthly Period;
- (g) an itemized loan tape of all outstanding Purchased Contracts and Collections for the Monthly Period;

(h) the stratification tables of the originations and performance of the portfolio of Contracts that the Seller acquired from the Originator in the related Monthly Period and the Contracts serviced by the Servicer during the related Monthly Period; and

(i) a summary report of material written complaints received from Obligor of the Purchased Contracts, on an anonymized and aggregated basis, that is prepared in the ordinary course of the Servicer's business; provided that such report or material written complaints shall not be provided if the Servicer determines that it would adversely affect the attorney client privilege between the Servicer and its counsel or is required by a Governmental Authority or by Applicable Laws not to be disclosed, and the Servicer has provided written notice to the Purchaser, the Paying Agent, and the Program Manager of the basis for any such redaction or non-disclosure;

(j) provided that the Servicer shall not provide any NPI to the Purchaser, the Paying Agent, or the Program Manager.

Section 9.03 *Financial Reporting Requirements of Servicer.* The Servicer shall deliver to the Program Manager each of the following, upon the dates described below:

(a) within one hundred twenty (120) days after the end of each fiscal year, audited financial statements of the Parent for such fiscal year on a consolidated basis; and

(b) within sixty (60) days after the end of each of the first three fiscal quarters of each fiscal year, unaudited financial statements of the Servicer for such quarter.

Section 9.04 *Notice of Litigation.* In conjunction with the delivery of the financial statements above, the Servicer shall include notices of (i) any pending formal investigation, cease and desist orders or non-ordinary course regulatory proceeding by a Governmental Authority that (x) such Governmental Authority does not prohibit to be disclosed with respect to the Servicer and (y) affects in any material respect the validity, enforceability or collectability of the Purchased Contracts taken as a whole or may reasonably be expected to result in a Material Adverse Effect with respect to the Servicer.

Section 9.05 *Annual Statement.* At the end of each calendar year, the Servicer shall provide the Program Manager with a statement certifying that the Servicer is in compliance with (a) all Applicable Laws to which it is subject except for non-compliance which could not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect and (b) this Agreement, in all material respects.

Article X

TERMINATION

Section 10.01 *Termination of Agreement.*

(a) The Servicer shall commence servicing each Purchased Contract on the related Purchase Date until the earliest of (i) the payment in full (or charge off in accordance with this Agreement) of the amount outstanding under such Purchased Contract and (ii) the date on which this Agreement is terminated in accordance with Article VIII.

(b) Upon the termination of this Agreement, any Servicing Fee or any Servicing Expenses which (i) are due and payable and (ii) have been incurred in accordance with this Agreement, and which remains unpaid or unreimbursed shall be remitted by the Purchaser (subject to Section 11.13(c) below) to the Servicer within ten (10) Business Days after Purchaser's and the Program Manager's receipt of an itemized invoice therefor.

Article XI

MISCELLANEOUS

Section 11.01 *Amendment*. This Agreement contains the entire agreement among the parties relating to the subject matter hereof, and no term or provision hereof may be amended or waived unless such amendment or waiver is in writing and signed by all parties hereto. Any such amendment that affects the Purchaser's, the Paying Agent's, and/or Trustee's rights, privileges, benefits, duties, liabilities, limitations of liability, indemnities, and/or immunities under this Agreement or otherwise shall require the written consent of the Purchaser, the Paying Agent, and/or the Trustee, as applicable, to be supplied in the Purchaser's, the Paying Agent's, and/or the Trustee's sole discretion, as applicable.

Section 11.02 *Governing Law*. THIS AGREEMENT, INCLUDING THE RIGHTS AND DUTIES OF THE PARTIES HERETO, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK, BUT WITHOUT REGARD TO ANY OTHER CONFLICTS OF LAW PROVISIONS THEREOF).

Section 11.03 *Submission to Jurisdiction*. Each party submits to the nonexclusive jurisdiction of the United States District Court for the Southern District of New York and of any New York State Court sitting in New York, New York for legal proceedings relating to this Agreement; provided, that, nothing contained herein or in any other Basic Document will prevent any Party from bringing any action to enforce any award or judgement or exercise any right under the Basic Documents in any other forum in which jurisdiction can be established. Each party irrevocably waives, to the fullest extent permitted by Applicable Laws, any objection that it may now or in the future have to the venue of a proceeding brought in such a court and any claim that the proceeding was brought in an inconvenient forum.

Section 11.04 *Waiver of Jury Trial*. EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION (A) ARISING UNDER THIS AGREEMENT OR (B) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES IN RESPECT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS RELATED HERETO, IN EACH CASE, WHETHER NOW OR EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. EACH PARTY HEREBY FURTHER AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT A PARTY MAY FILE A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

Section 11.05 *Notices*. All notices, demands, certificates, requests and communications hereunder ("notices") shall be in writing and shall be effective (a) upon receipt when sent through the U.S. mail, registered or certified mail, return receipt requested, postage prepaid, with such receipt to be effective the date of delivery indicated on the return receipt, or (b) upon receipt when sent through an overnight courier, or (c) on the date personally delivered to an authorized officer of the party to which sent, or (d) on the date transmitted by electronic mail transmission with a confirmation of receipt, in all cases addressed to the recipient as follows:

- (i) If to the Purchaser:

HDL FF TRUST 1

[***]

With a copy to (which shall not constitute notice) to:

[***]

with a copy to:

[***]

- (ii) If to the Program Manager:

HDL Forward Funding 1 LLC

[***]

with a copy to:

[***]

- (iii) If to the Paying Agent:

Attention: Corporate Trust – ABS

UMB Bank, National Association

1412 Broadway, Suite 1606

New York, NY 10018

Reneta Kovacheva

reneta.kovacheva@umb.com

(iv) phone number: 816-860-3965

- (v) If to the Servicer:

Harley-Davidson Credit Corp.

9850 Double R Blvd., Suite 100

Reno, Nevada 89521

Attention: David Viney, Vice President and Treasurer

Electronic Mail: [***]

Each party hereto may, by notice given in accordance herewith to each of the other parties hereto, designate any further or different address to which subsequent notices shall be sent.

Section 11.06 *Severability of Provisions*. If one or more of the covenants, agreements, provisions or terms of this Agreement shall be for any reason whatsoever held invalid, then such covenants, agreements, provisions or terms shall be deemed severable from the remaining covenants, agreements, provisions or terms of this Agreement and shall in no way affect the validity or enforceability of the other provisions of this Agreement.

Section 11.07 *Assignment*. Notwithstanding anything to the contrary contained herein, but except as provided in Sections 8.03, 8.11, and 8.12, this Agreement may not be assigned by any party hereto without the prior written consent of the other party, and any assignment in violation of this Section 11.07 shall be null and void ab initio; provided, that this Section 11.07 shall not restrict the Purchaser from assigning or transferring any Purchased Property and the rights under this Agreement with respect to any Purchased Property (a) upon prior written notice to the Servicer, to an Affiliate of the Purchaser (including one or more trusts that are directly or

indirectly beneficially owned by Purchaser, and its respective trustee) or (b) to any Person in connection with a Reconstitution consented to by the Seller or permitted under Section 8.23 of the Sale Agreement or a Harley-Davidson Securitization Transaction.

Section 11.08 *Third Party Beneficiaries*. This Agreement is for the sole benefit of the Servicer, the Program Manager, and the Purchaser and their permitted assigns and nothing herein, express or implied, shall give or be construed to give to any Person, other than the Parties and such permitted assigns, any legal or equitable rights hereunder; *provided* that the Owner Trustee shall be an express third-party beneficiary of this Agreement.

Section 11.09 *Counterparts; Originals*. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall together constitute but one and the same instrument. The words “execution”, “signed”, “signature” and words of like import in this Agreement or in any other certificate, agreement or document related to this Agreement shall include, in addition to manually executed signature pages, images of manually executed signatures transmitted by facsimile or other electronic format (including “pdf”, “tif” or “jpg”) and other electronic signatures (including DocuSign and AdobeSign). The use of electronic signatures and electronic records (including any contract or other record created, generated, sent, communicated, received or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based recordkeeping system to the fullest extent permitted by Applicable Laws, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, any State law based on the Uniform Electronic Transactions Act or the UCC.

Section 11.10 *Headings*. The headings of the various Articles and Sections herein are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

Section 11.11 *No Waiver*. The provisions of this Agreement may only be waived in writing. No failure or delay on the part of Purchaser, the Program Manager, or Servicer in exercising any power, right or remedy under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any such power, right or remedy preclude any other or further exercise thereof or the exercise of any other power, right or remedy.

Section 11.12 *No Servicing Agreement Under Sale Agreement*. Each of the Servicer, the Program Manager, and the Purchaser hereby acknowledges and agrees that this Agreement supersedes and replaces the “Servicing Agreement”, as defined in the Sale Agreement, and that references to the “Servicing Agreement” set forth in the Sale Agreement shall mean this Agreement for the purposes of the Purchased Contracts serviced by the Servicer hereunder.

Section 11.13 *Program Manager’s Rights on behalf of Purchaser; Trustee’s Limited Liability*.

(a) Notwithstanding anything to the contrary in this Agreement, and for the avoidance of any doubt, it is hereby acknowledged and agreed that each and every right, obligation, and/or responsibility, and/or exercise of discretion on the part of Purchaser under this Agreement, as it relates to any such right, obligation, and/or responsibility of the Purchaser, will be made, and as it relates to any discretionary action, may be made, by HDL Forward Funding 1 LLC (the “Program Manager”) on behalf of Purchaser and shall be effective, honored by and binding on all of the parties hereto without the need for any further or separate action by Purchaser.

(b) It is expressly understood and agreed by the parties hereto (and any Person claiming by or through the parties hereto) that (i) this Agreement is executed and delivered by UMB Bank, National Association (“UMB Bank”), not individually or personally but solely in its representative capacity as Trustee of HDL FF TRUST 1 (the “Trust”) in the exercise of the powers and authority conferred and vested in it under the Trust Agreement and in its representative capacity as the Paying Agent, (ii) each of the undertakings and agreements herein made on the part of Purchaser is made and intended not as personal/individual undertakings or agreements by UMB Bank but is made and intended for the sole purpose of binding only the

Trust, (iii) nothing herein contained shall be construed as creating any obligation or liability on UMB Bank, individually or personally, to perform any covenant either expressed or implied contained herein, all such liability, if any, being expressly waived by the parties hereto and by any Person claiming by, through or under the parties hereto, (iv) under no circumstances shall UMB Bank (in its individual capacity, as Trustee, and/or in its capacity as Paying Agent) be personally liable for the payment of any indebtedness, indemnification or expenses (including attorneys' fees and expenses) of the Purchaser or be liable for the performance, breach or failure of any obligation or covenant made or undertaken by Purchaser under this Agreement or any related document, and (v) any and all of the rights, privileges, benefits, protections, limitations of liability, immunities, and indemnities set forth in the Trust Agreement, the Basic Documents, and any and all related agreements and documents in favor of the Trust, the Trustee, and/or the Paying Agent shall be incorporated by reference under this Agreement. Without limitation of anything in the foregoing, in no event shall UMB Bank have any liability to any Person under or in connection with this Agreement, any liability of Purchaser being solely the liability of the Trust and solely limited to the assets of the Trust.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective officers as of the day and year first above written.

HDL FF TRUST 1, as Purchaser

By: UMB BANK, NATIONAL ASSOCIATION, NOT IN ITS
INDIVIDUAL CAPACITY, BUT SOLELY AS TRUSTEE FOR HDL
FF TRUST 1, as Purchaser

By: /s/ Reneta Kovacheva

Printed Name: Reneta Kovacheva

Title: _____
 Vice President

Signature Page to Servicing Agreement

HARLEY-DAVIDSON CREDIT CORP., as Servicer

By: /s/ David Viney

Printed Name: David Viney

Title: Vice President and Treasurer

Signature Page to Servicing Agreement

HDL FORWARD FUNDING 1 LLC, as Program Manager

By: [***]

Printed Name: [***]

Title: [***]

UMB BANK NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY,
BUT IN ITS CAPACITY AS PAYING AGENT

By:	/s/ Reneta Kovacheva	
	Printed Name:	Reneta Kovacheva
	Title:	Vice President

Certain portions of this Exhibit have been redacted pursuant to Item 601(b)(10) of Regulation S-K and, where applicable, have been marked with “[*]” to indicate where redactions have been made.**

Execution

HARLEY-DAVIDSON FINANCIAL SERVICES, INC.

STOCKHOLDERS AGREEMENT

October 31, 2025

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HARLEY-DAVIDSON FINANCIAL SERVICES, INC.
STOCKHOLDERS AGREEMENT

This Stockholders Agreement (this “Agreement”) is made as of October 31, 2025 (the “Effective Date”) by and among Harley-Davidson Financial Services, Inc., a Delaware corporation (the “Company”), Harley-Davidson, Inc., a Wisconsin corporation (together with its Permitted Transferees, “Parent”), and each of the other signatories to this Agreement (each, an “Investor,” and collectively, the “Investors,” and, together with Parent, the “Holders,” and each a “Holder”).

WHEREAS, the Company proposes to issue shares of Common Stock in an amount equal to 4.9% of all of the issued and outstanding Common Stock to all Investors, calculated on a fully diluted basis, pursuant to the Subscription Agreement (the “Purchase Agreement”) dated as of July 29, 2025 (the “Investment”);

WHEREAS, in connection with the Investment, the Company, Parent and Investor desire to enter into this Agreement to set forth their agreements and understandings with respect to how shares of the Company’s capital stock held now or hereafter acquired by the Holders will be voted concerning the election of directors after the close of the transactions described in the Purchase Agreement, the transfer and issuance of the Company’s securities and certain other matters concerning the Company’s governance and capital stock; and

WHEREAS, entering into this Agreement is a condition to the consummation of the Investment.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, all parties hereto hereby agree as follows:

1. ***Definitions.*** For purposes of this Agreement, the following terms shall have the following meanings:

(a) “Action” means any action, claim, suit, proceeding, order, subpoena, arbitration, audit, assessment, inquiry, investigation, complaint, demand, counterclaim, charge, grievance, mediation, hearing, litigation or other proceeding of any nature (whether civil, criminal, administrative, judicial or investigative, whether public or private) commenced, brought, conducted or heard by or before, or otherwise involving, any Governmental Authority.

(b) “Affiliate” has (i) the meaning set forth in Rule 12b-2 of the regulations promulgated under the Securities Exchange Act of 1934, as amended (the “Exchange Act”) and (ii) with respect to the Investor, also any fund, vehicle or account which is managed or advised by the Investor or any Affiliates or Subsidiaries thereof, and “Affiliated” has a correlative meaning.

(c) “Approval Threshold” means, as of the time of determination, the Initial Investors and, collectively with their Affiliates that are the recipients of a Permitted Transfer, collectively hold at least the greater of (i) the number of Shares equal to [***] percent ([***]%) of (x) the aggregate number of Shares held by the Initial Investors as of immediately following the Closing less (y) any Shares that were purchased from any such Investor in connection with a

Repurchase in accordance with Section 8); or (ii) [***] percent ([***]%) of the total number of issued and outstanding Shares of the Company as of such date.

(d) “as adjusted” means subject to subsequent adjustments for stock splits, stock dividends, reverse stock splits, and the like occurring after the Effective Date.

(e) “Bad Actor Disqualification” means any “bad actor” disqualification described in Rule 506(d)(1)(i) through (viii) under the Securities Act.

(f) “beneficially owns” or “beneficially own” means beneficial ownership as calculated in accordance with Rule 13d-3 of the Exchange Act.

(g) “Board” means the Company’s Board of Directors.

(h) “Book Value” means [***].

(i) “Business Day” shall mean any day that is not a Saturday, a Sunday or other day on which banks are required or authorized by Law to be closed in Milwaukee, Wisconsin.

(j) “Bylaws” means the bylaws of the Company, as in effect from time to time.

(k) “Certificate of Incorporation” means the Company’s Certificate of Incorporation, as in effect from time to time.

(l) “Closing” has the meaning set forth in the Purchase Agreement.

(m) “Common Stock” means the Class A Common Stock, par value \$0.001 per share, of the Company or any other capital stock of the Company or any other Person into which such stock is reclassified or reconstituted (whether by merger, consolidation or otherwise).

(n) “Company Sale” means a sale of the Company by means of (A) any transaction or series of related transactions to which the Company is party (including any stock acquisition, transfer, reorganization, merger or consolidation but excluding any sale of stock for capital raising purposes), other than a transaction or series of transactions in which the holders of the voting securities of the Company outstanding immediately prior to the consummation of such transaction or series of related transactions continue to retain at least fifty percent (50%) of the total voting power of the Company (or the surviving entity of such transaction(s) or its parent) immediately following consummation of such transaction(s), or (B) a sale, lease, transfer, exclusive license or other disposition, in a single transaction or a series of related transactions, by the Company or any of its Subsidiaries of all or substantially all of the assets of the Company and its Subsidiaries taken as a whole or the sale or disposition (whether by merger or otherwise) of one or more Subsidiaries of the Company if substantially all of the assets of the Company and its Subsidiaries taken as a whole are held by such Subsidiary or Subsidiaries, except where such sale, lease, transfer, exclusive license or other disposition is to a wholly-owned Subsidiary of the Company.

(o) “Competitor” means [***].

(p) “days” means calendar days; provided that if any day falls on a weekend or is a federal holiday, the term “day” means the next calendar day that does not fall on a weekend or that is not a federal holiday.

(q) “DGCL” means the General Corporation Law of the State of Delaware.

(r) “GAAP” means generally accepted accounting principles in the United States.

(s) “Governmental Authority” means any government, any state or other political subdivision thereof and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government and having jurisdiction over the applicable Person, including for the avoidance of doubt any banking or securities regulator, and including any self-regulatory organizations.

(t) “Initial Investors” means those Investors who are signatories to this Agreement as of the Effective Date.

(u) “Law” means any statute, law, ordinance, regulation, rule, code, injunction, judgment, decree, order or any other judicially enforceable legal requirement (including common law) of any Governmental Authority or any listing requirement, rule or regulation of any stock exchange or other self-regulatory organization.

(v) “Lien” means any charge, pledge, lien (statutory or other), option, security interest, mortgage, right of first refusal, or restriction on use, voting, transfer, receipt of income or exercise of any other attribute of ownership.

(w) “Necessary Action” means, except as otherwise contrary to applicable Law, with respect to a specified result, all actions necessary to be taken in accordance with this Agreement to cause such result, including (A) voting or providing a written consent or proxy with respect to the Shares, whether at any annual or special meeting, by written consent or otherwise, (B) causing the adoption of stockholders’ resolutions and amendments to organizational documents of the Company or its Subsidiaries, (C) causing members of the Board, to the extent such members were elected, nominated or designated by the Person obligated to undertake a Necessary Action, to act (subject to any applicable fiduciary duties) in a certain manner or causing them to be removed in the event they do not act in such a manner, (D) executing agreements and instruments and (E) making, or causing to be made, with governmental, administrative or regulatory authorities, all filings, registrations or similar actions that are required to achieve such result; provided that, in each case, a Holder taking a Necessary Action shall not be required to (x) make any financial commitment or grant any consent to the other Holder(s) that would, or is reasonably expected to, have a disproportionate adverse effect on such Holder as compared to the other Holder(s) or (y) waive any of such Holder’s rights set forth in this Agreement.

(x) “Ownership Percentage” means, with respect to any Holder (or any other holder of Shares), a fraction, expressed as a percentage, (A) the numerator of which is the total number of Shares held by such Holder (or such other holder of Shares) at the relevant time of determination and (B) the denominator of which is the sum of the total number of Shares then outstanding, assuming full exercise or conversion of all Company securities exercisable or convertible into the Company’s Common Stock then outstanding (whether or not by their terms currently exercisable or convertible); provided that the sum of the Ownership Percentages of all Holders and any other holders of Shares shall equal one hundred percent (100%).

(y) “Parent Change in Control” means a transaction or series of related transactions in which the holders of the voting securities of the Parent outstanding immediately prior to the consummation of such transaction or series of related transactions no longer continue to retain at least fifty percent (50%) of the total voting power of the Parent (or the surviving

entity of such transaction(s) or its parent) immediately following consummation of such transaction(s).

(z) “Permitted Transfer” means (A) any transfer to the Company or any Holder pursuant to the terms of this Agreement; (B) any repurchase of the Shares by the Company pursuant to agreements under which the Company has the option to repurchase such Shares upon the occurrence of certain events, such as termination of employment, or in connection with the exercise of the Right of First Offer by the ROFO Rightholder; and (C) any Transfer made by any Holder to any Affiliate of such Holder, provided, that, the Transferee executes a counterpart copy of this Agreement and becomes bound hereby as if such Transferee was such Holder; provided that with respect to any Person that is not an Affiliate or Holder, a sale, pledge, assignment, encumbrance or other transfer or disposition by a limited partner, a member, or any other equityholder of (i) a multi-asset investment fund or capital aggregator (in each case, not formed solely for the purpose of directly or indirectly acquiring or holding equity interests or other investments in Parent or any of its Subsidiaries) that is a direct or indirect equityholder of the Company through an interest in such investment fund or capital aggregator or any secondary transaction concerning its equity interests to any other Person or (ii) an investment fund or capital aggregator that is a direct or indirect equityholder of the Company of an interest in such investment fund or capital aggregator, in either case, shall be deemed not to be a “Transfer” hereunder.

(aa) “Permitted Transferee” means any Transferee of a Permitted Transfer.

(ab) “Person” means any legal person, including any individual, corporation, partnership, joint venture, association, limited liability company, joint stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof.

(ac) “Preemptive Rights” means the preemptive rights of certain Holders to purchase Pro Rata Shares of New Securities as provided under Section 5.

(ad) “Pro Rata Share” means, with respect to any Holder (or any other holder of Shares) and as at the relevant time of determination in respect of an issuance of New Securities, the ratio that (A) the sum of the number of Shares held by such Holder (or such other holder of Shares) immediately prior to the issuance of New Securities, assuming full exercise or conversion of all Company securities exercisable or convertible into the Company’s Common Stock then held by such Holder (or such other holder of Shares) (whether or not by their terms currently exercisable or convertible), bears to (B) the sum of the total number of Shares then outstanding, assuming full exercise or conversion of all Company securities exercisable or convertible into the Company’s Common Stock then outstanding (whether or not by their terms currently exercisable or convertible).

(ae) “Shares” means all shares of Common Stock and all Stock Equivalents.

(af) Shares “held” or “owned” by any Holder mean any Shares directly or indirectly owned (of record or beneficially) by such Holder or as to which such Holder has voting power.

(ag) “Stock Equivalents” means any security or obligation which is by its terms convertible into or exchangeable or exercisable for shares of Common Stock, including any option, warrant or other subscription or purchase right with respect to Common Stock or any Stock Equivalent.

(ah) “Subsidiary” means, with respect to any Person, any corporation, limited liability company, partnership, association or other business entity of which: (A) if a corporation,

a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, representatives or trustees thereof, and the right to designate a majority of such directors, representatives or trustees, is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof; or (B) if a limited liability company, partnership, association or other business entity, a majority of the total voting power of stock (or equivalent ownership interest) of the limited liability company, partnership, association or other business entity is at the time owned or controlled, directly or indirectly, by that Person or one or more Subsidiaries of that Person or a combination thereof. For purposes hereof, a Person or Persons shall be deemed to have a majority ownership interest in a limited liability company, partnership, association or other business entity if such Person or Persons shall be allocated a majority of limited liability company, partnership, association or other business entity gains or losses and shall be or control the managing member, managing director or other governing body or general partner of such limited liability company, partnership, association or other business entity.

(ai) “Transfer,” “Transferring,” “Transferred,” or words of similar import, mean and include any sale, assignment, encumbrance, hypothecation, pledge, conveyance in trust, gift, transfer by bequest, devise or descent, or other transfer or disposition of any kind, including transfers to receivers, levying creditors, trustees or receivers in bankruptcy proceedings or general assignees for the benefit of creditors, whether voluntary or by operation of Law, directly or indirectly.

(aj) “Transferee” means any Person who is the recipient of Shares upon the Transfer by a Holder.

(ak) “vote” shall include any exercise of voting rights whether at an annual or special meeting, or by written consent, or in any other manner permitted by applicable Law.

(al) *Other definitions.*

“30-Day Parent VWAP”	<u>Section 9(a)</u>

“Agreement”	Preamble

“Bad Actor”	<u>Section 3(f)</u>
“Board Observer”	<u>Section 3(e)</u>

“Company”	Preamble

“Credit Rating Downgrade Event”	<u>Section 3(h)</u>

“Designator”	<u>Section 3(c)</u>
“Designee”	<u>Section 3(c)</u>
“Directors”	<u>Section 3(a)</u>
“Disqualification Event”	<u>Section 3(e)</u>
“Disqualified Designee”	<u>Section 3(e)</u>
“Dividend Policy”	<u>Section 3(h)</u>
“Dollars”	<u>Section 22(a)</u>

“Drag-Along Sale”	<u>Section 10(a)</u>
“Effective Date”	Preamble
“Exchange”	<u>Section 9(a)</u>
“Exchange Exercise Notice”	<u>Section 9(a)</u>
“Exchange Exercise Notice Period”	<u>Section 9(a)</u>
“Exchange Right”	<u>Section 9(a)</u>
“Exchange Value”	<u>Section 9(a)</u>
“Exchanged Shares”	<u>Section 9(a)</u>
[***]	
“Holder”	Preamble
“Investor”	Preamble
“Lock-Up Period”	<u>Section 6(a)</u>
“New Securities”	<u>Section 5(a)</u>
“New Securities Notice”	<u>Section 5(b)</u>
“Notice of Arbitration”	<u>Section 22(f)</u>
“Offered Shares”	<u>Section 6(b)</u>
“Parent Common Stock”	<u>Section 9(a)</u>
“Permitted Closing Period”	<u>Section 5(c)</u>
“Permitted Signing Period”	<u>Section 5(c)</u>
“Preemptive Rights Election Period”	<u>Section 5(b)</u>
“Post-ROFO Period”	<u>Section 7(b)</u>
“Preemptive Rights Holder”	<u>Section 5</u>
“Proposed Transferee”	<u>Section 6(b)</u>
“Purchase Agreement”	Recitals
“Registration Rights Agreement”	<u>Section 9(g)</u>
“Remaining Securities”	<u>Section 5(c)</u>
“Repurchase”	<u>Section 8(a)</u>
“Repurchase Book Value”	<u>Section 8(a)</u>
“Repurchase Right”	<u>Section 8(a)</u>
“Right of First Offer”	<u>Section 7(a)</u>
“ROFO Closing Period”	<u>Section 7(a)</u>
“ROFO Exercise Notice”	<u>Section 7(a)</u>
“ROFO Option Period”	<u>Section 7(a)</u>
“ROFO Purchase Price”	<u>Section 7(a)</u>
“ROFO Purchase Terms”	<u>Section 7(a)</u>
“ROFO Rightholder”	<u>Section 7(a)</u>
“Securities Act”	<u>Section 3(e)</u>
“Seller”	<u>Section 6(b)</u>
“Tag-Along Closing”	<u>Section 11(b)</u>
“Tag-Along Election Notice”	<u>Section 11(a)</u>
“Tag-Along Rights”	<u>Section 11(a)</u>

“Tag-Along Exercise Period”	<u>Section 11(a).</u>
“Tag-Along Sale”	<u>Section 11(b).</u>
“Tag-Along Sale Notice”	<u>Section 11(a).</u>
“Tag-Along Sale Total Shares”	<u>Section 11(a).</u>
“Target Closing Date Book Value”	<u>Section 9(c).</u>
“Transfer Notice”	<u>Section 6(b).</u>
“Triggering Dividend”	<u>Section 9(c).</u>

2. ***Shares.***

(a) *Generally.* During the term of this Agreement, each Holder agrees to take all Necessary Action reasonably within such Holder’s power, including voting all Shares now or hereafter held by such Holder, in accordance with the provisions of this Agreement.

(b) *Aggregation of Shares.* All Shares held by any Holder and such Holder’s Affiliates shall be aggregated together for purposes of determining the availability of any rights or applicability of any obligations hereunder.

(c) *Action of the Investors.* For purposes of this Agreement, any rights, consents, approvals, waivers, or obligations of the Investors shall be made by the Investors that hold a of a majority of the Shares held by the Initial Investors together with their Affiliates that are recipients of a Permitted Transfer and shall be effective and binding on all Investors. Any reference in this Agreement to “Investor” will be deemed to refer to, and include, each and all Investors collectively, unless the context expressly requires reference to a specific Investor. Without limiting the foregoing, any rights, consents, approvals, waivers, notices, or obligations granted to or imposed upon “Investor” will apply to all Investors as a group, and shall be exercised or satisfied by the Investors in the manner specified in this Section 2(c). Any such action by a majority of the Investors pursuant to this Section 2(c) shall be evidenced by in writing, and the Investors shall provide such writing to the Company. The Company and the Parent may rely upon such writing as the action, exercise, right, power, or authority, or decision or determination of all of the Investors. No Investor shall have the right to object, dissent, protest or otherwise contest such action taken by a majority of the Investors.

3. ***Board of Directors.***

(a) *Voting.* During the term of this Agreement, each Holder agrees to vote all Shares owned by such Holder in such manner as may be necessary so that each member of the Board will be designated by Parent (the “Directors”).

(b) *Current Designees.* For the purpose of this Agreement, immediately following the Closing, the members of the Board shall be as set forth on Exhibit A.

(c) *Changes in Designees.* The power to designate a director pursuant to Section 3(a) includes the power to remove such director with or without cause. If any Holder or group of Holders, as the case may be, specified in Section 3(a) as having the right to designate a director (a “Designator”) gives notice to the other Holders (either directly or through notice to the Company, which such notice Company shall promptly forward to such other Holders) of a desire to remove a director designated by such Designator (a “Designee”), the other Holder(s) shall take all Necessary Action, including voting, or causing to be voted, all Shares entitled to vote on the election of directors owned by such Holder or over which such Holder has voting control, in favor of removing such director. No director designated and elected pursuant to this Section 3 may be removed from office unless such removal is directed or approved by the written consent of the applicable Designator. Subject to Section 3(a), if any vacancy shall occur in the Board as a result of the death, disability, resignation, removal or any other termination of a director (and, for the avoidance of doubt, excluding any vacancy resulting from a decrease in a Holder’s ownership below the Approval Threshold), the Designator who had the right to designate such director may give notice to the other Holders (either directly or through notice to the Company, which such notice Company shall promptly forward to such other Holders) of the

individual such Designator desires to be elected as a replacement representative and each other Holder shall vote, or cause to be voted, all Shares entitled to vote on the election of directors owned by such Holder or over which such Holder has voting control in favor of electing such representative. In the event of such an initiation of a removal or selection of a designee contemplated by this Section 3, the Company shall take such reasonable actions as are necessary to facilitate such removals or elections, including soliciting the votes of the appropriate Holders.

(d) *Size of Board.* Each Holder shall take all Necessary Action reasonably within such Holder's power, including voting all Shares, to maintain the authorized number of members of the Board in an amount determined by Parent, which as of the date hereof shall be [***] directors.

(e) *Observer Rights.* For so long as Investor and/or any of its Permitted Transferees satisfy the Approval Threshold, Investor or a designee of Investor shall be entitled, by delivery of written notice to the Company, to designate one representative of Investor and/or its Permitted Transferees, who shall initially be [***] (the "Board Observer"), to attend all meetings of the Board and all meetings of any committees that the Board may establish from time to time, solely in a nonvoting observer capacity and, in this respect, the Company shall give any such designated representative copies of all notices, minutes, consents, and other materials that it provides to its Directors at or about the same time so provided; provided, however, that Investor shall cause the Board Observer to hold in confidence and only use the information provided to such observer to the same extent as provided in Section 15(c); and provided, further, that the Company reserves the right to withhold the portion of any information and to exclude the Board Observer from the portion of any meeting if access to such information or attendance at such meeting could, based on the advice of counsel, adversely affect the attorney-client privilege between the Company and its counsel or result in disclosure of trade secrets or result in a conflict of interest between the Company, on the one hand, and the Investor, on the other hand, other than by reason of the Investor's or its Permitted Transferee's ownership of Shares, or if the Company is prohibited by a Governmental Authority or by Law from disclosing such information to such representative. In the event that any information is so withheld or the Board Observer is so excluded, the Company will provide the Board Observer with a general description of the information withheld or discussed, as applicable, to the extent that providing such description does not jeopardize the attorney-client privilege to be preserved or result in the breach or conflict to be avoided, it being understood and agreed that the Company will take, and cause its Subsidiaries to take, reasonable steps to minimize any such exclusions.

(f) *No "Bad Actor" Designees.* Each Person with the right to designate or participate in the designation of a Director as specified above hereby represents and warrants to the Company that, to such Person's knowledge, none of the "bad actor" disqualifying events described in Rule 506(d)(1)(i)-(viii) promulgated under the Securities Act of 1933, as amended (the "Securities Act") (each, a "Disqualification Event"), is applicable to such Person's initial designee named above except, if applicable, for a Disqualification Event as to which Rule 506(d)(2)(ii) or (iii) or (d)(3) is applicable. Any Director designee to whom any Disqualification Event is applicable, except for a Disqualification Event as to which Rule 506(d)(2)(ii) or (iii) or (d)(3) is applicable, is hereinafter referred to as a "Disqualified Designee". Each Person with the right to designate or participate in the designation of a Director as specified above hereby covenants and agrees (i) not to designate or participate in the designation of any Director designee who, to such Person's knowledge, is a Disqualified Designee and (ii) that in the event such Person becomes aware that any individual previously designated by any such Person is or has become a Disqualified Designee, such Person shall promptly take all Necessary Action to remove such Disqualified Designee from the Board and designate a replacement designee who is not a Disqualified Designee.

(g) *Board Matters.* Unless otherwise determined by the Board, the Board shall meet at least [***] times per calendar year. To the extent that a meeting of the Board (or any committee thereof) is held in-person, the Company shall reimburse the Company's nonemployee Directors and the Board Observer for all reasonable out-of-pocket travel expenses incurred (consistent with the Company's travel policy in effect from time to time) in connection

with attending meetings of the Board (or any committee thereof). The Company and each Holder acknowledges and agrees that the Board may, by resolution, designate from among the Directors one or more committees, each of which shall be comprised of one or more Directors. Any such committee, to the extent provided in the resolution forming such committee, shall have and may exercise the authority of the Board, subject to the limitations contemplated by the committee's charter and as otherwise set forth in the Laws of the State of Delaware. The Board may dissolve any committee or remove any member of a committee at any time, subject to Section 3(e).

(h) *Dividend Policy.* All dividends will be paid if, when and to the extent approved by the Board from time to time. To the extent approved by the Board, the Company will (x) declare and pay dividends on an annual basis (or at any other time as determined at the discretion of the Board) in cash in accordance with the Dividend Policy attached hereto as Exhibit F (the "Dividend Policy") and (y) cause each of its Subsidiaries to declare and pay dividends and other permissible distributions directly or indirectly to the Company to enable the Company to declare and pay dividends in accordance with the Dividend Policy. Notwithstanding the foregoing or any other provision of this Agreement, all dividends and other distributions made by the Company or any Subsidiary shall be made in accordance with all applicable Laws (including, but not limited to, banking Laws) and shall only be made to the extent that such Company or Subsidiary has sufficient capital surplus and liquidity lawfully available to declare and pay dividends or such other distributions; and provided, further, and without limiting the foregoing, that neither the Company nor any of its Subsidiaries shall be required to declare or pay any dividends or other distributions unless (1) solely with respect to the Bank, (A) following the payment of such dividends or other distributions, the Bank continues to be "well-capitalized" within the meaning of 12 C.F.R. 324.403(b)(1) (or any successor provision thereto), (B) the Bank has received all required approvals from any Governmental Authorities and, if applicable, the Bank has filed all required notices with such Governmental Authorities (and all associated waiting periods have expired or been terminated), for the Bank to declare and pay such dividends or other distributions, and (C) such dividends or other distributions are consistent with the Bank's internal policies regarding capitalization, as may be amended from time to time (provided that any such amendment shall be consistent with the Bank's historical practices, applicable Law and/or industry practice with respect to similarly situated entities), and (2) with respect to the Company and all of its Subsidiaries, (A) such Person's board of directors (or any other similar governing body), taking into account applicable legal, fiduciary and regulatory obligations (including any guidance from, agreements or memoranda of understanding with, or orders of Governmental Authorities with jurisdiction over the Company or any Subsidiary) and the need to maintain sufficient capital and liquidity at the Company and each Subsidiary to operate its respective current and reasonably anticipated future business, determines that the Company and each such Subsidiary is permitted to and should declare and pay such dividends or other distributions and (B) the declaration and payment of any such dividend or distribution would not (and would not reasonably be expected to) cause a decline in the corporate family rating of Parent and its Subsidiaries to be below then-current ratings levels at any of Fitch Ratings, Inc., S&P Global Ratings, or Moody's Ratings (or any successor to any such rating agency) (as applicable, a "Credit Rating Downgrade Event").

4. ***Required Approvals.***

(a) *Investor Matters.* For so long as Investor and/or any of its Permitted Transferees satisfies the Approval Threshold, in addition to any vote or consent of the Board or the stockholders of the Company required by applicable Law, the Certificate of Incorporation, Bylaws or other governing documents of the Company, the Company may not take, permit, authorize or effect any action set forth on Exhibit B (whether directly or indirectly by amendment, merger, recapitalization, consolidation or otherwise), other than as expressly contemplated by this Agreement, without the prior written consent of Investor.

(b) *Governing Documents.* Any amendment to the Certificate of Incorporation or Bylaws will require the approval of Parent; provided that any amendment to Certificate of Incorporation, Bylaws or other governing documents of the Company that would

disproportionately affect in any material and adverse manner the Investor and/or its Permitted Transferees shall require the written consent of Investor.

5. **Preemptive Rights.** The Company hereby grants to each Holder (a “Preemptive Rights Holder”), the preemptive right to purchase its Pro Rata Share of New Securities which the Company may, from time to time, propose to sell and issue after the Effective Date.

(a) “New Securities” means any capital stock (including Common Stock or any other type or class of capital stock) of the Company whether now authorized or not, and rights, convertible securities, options or warrants to purchase such capital stock, and securities of any type and amount whatsoever that are, or may become, exercisable or convertible into capital stock; provided that the term “New Securities” does not include:

(i) securities issued upon the exercise or conversion of Stock Equivalents outstanding as of the Effective Date;

(ii) securities issued or issuable as consideration in the acquisition of another Person that is not an Affiliate by the Company, whether by purchase of substantially all of the assets or equity interests of such Person, merger or other reorganization or pursuant to a joint venture agreement, provided, that such issuances are approved by the Board;

(iii) securities issued or issuable in connection with any joint venture, strategic alliance or other commercial relationship with any Person (including Persons that are customers, suppliers and strategic partners of the Company or any of its controlled Affiliates) relating to the operation of the Company’s or any of its controlled Affiliates’ respective businesses and not for the primary purpose of raising equity capital;

(iv) securities issued or issuable to third party banks or other financial institutions pursuant to a bona fide debt financing transaction approved by the Board where such securities are not issued for the primary purpose of raising additional equity capital (in addition to such debt financing);

(v) any right, option or warrant to acquire any security convertible into the securities excluded from the definition of New Securities pursuant to clauses (i) through (v) above; and

(vi) any securities issued or issuable by the Company (or any of its Subsidiaries) for the purpose of addressing a reasonable determination by the Company or Parent that (x) the Company, Parent, or an affiliate thereof is required by Law or by the directive or guidance of a Governmental Authority to provide additional capital, liquidity, or other financial support to Eaglemark Savings Bank (the “Bank”) and (y) such additional capital, liquidity, or other financial support must be provided more quickly than would otherwise result from compliance with the provisions of this Section 5; provided, however, that in the event that this clause (vi) applies, the Company shall use commercially reasonable efforts to allow each Preemptive Rights Holder to purchase its Pro Rata Share of any such securities in a manner consistent with the economic objectives of this Section 5 prior to or contemporaneously with effecting such transaction; provided, further, that if the Company is unable to run the preemptive rights process set forth in this Section 5 prior to effecting such transaction due to such exigent circumstances, the Company shall promptly thereafter issue a New Securities Notice to each Preemptive Rights Holder in accordance with Section 5(b) to provide each Preemptive Rights Holder the ability to maintain its Pro Rata Share.

(b) In the event the Company proposes to undertake an issuance of New Securities, it shall give each Preemptive Rights Holder notice of its intention (the “New Securities Notice”), describing the type and amount of New Securities, and the price and the material commercial terms upon which the Company proposes to issue such New Securities.

Each Preemptive Rights Holder shall have [***] Business Days (the “Preemptive Rights Election Period”) after any such New Securities Notice is delivered to agree to purchase such Preemptive Rights Holder’s Pro Rata Share of such New Securities for the price and upon the terms specified in New Securities Notice by giving written notice to the Company and stating therein the quantity of New Securities to be purchased.

(c) In the event the Preemptive Rights Holders fail to exercise fully the Preemptive Rights within the Preemptive Rights Election Period to purchase all New Securities proposed to be issued by the Company, the Company shall have [***] days thereafter (the “Permitted Signing Period”) to sell or enter into an agreement (pursuant to which the sale of New Securities covered thereby shall be closed, if at all, within [***] days from the date of such agreement (the “Permitted Closing Period”)) to sell that portion of New Securities with respect to which Preemptive Rights were not exercised (the “Remaining Securities”), at a price and upon terms no more favorable to the purchasers thereof or less favorable to the Company than specified in New Securities Notice. In the event the Company has not sold the Remaining Securities within the Permitted Signing Period, or the Permitted Closing Period, the Company shall not thereafter issue or sell any New Securities, without first again offering such securities to the Preemptive Rights Holders in the manner provided in this Section 5(c).

(d) No Holder will have any right of first refusal to purchase any New Securities in accordance with this Section 5 or be a Preemptive Rights Holder for purposes of the Preemptive Rights if, and for so long as, such Holder, any of its directors, executive officers, other officers that may serve as a director or officer of any Person in which it invests, general partners or managing members or any Person that would be deemed a beneficial owner of the securities of the Company held by such Holder (in accordance with Rule 506(d) of the Securities Act) is subject to any Bad Actor Disqualification, except as set forth in Rule 506(d)(2) or (d)(3) under the Securities Act.

6. **Restrictions on Transfer.**

(a) *Generally.* Prior to the seven (7) year anniversary of the Effective Date (such period, the “Lock-Up Period”), neither Investor nor its Permitted Transferees shall Transfer any Shares, except for (i) Permitted Transfers; and (ii) Transfers approved by the prior written consent of Parent; provided that, in each, case such Transferee executes a counterpart copy of this Agreement and becomes bound hereby as if such Transferee was such Holder. Following expiration of the Lock-Up Period, the Investor and its Permitted Transferees may Transfer any of their collective Shares, provided that (x) the Investor and its Permitted Transferees first comply with the provisions of Section 6(b) and Section 7 and obtain the prior written consent of Parent to such Transfer (such prior written consent not to be unreasonably withheld, condition or delayed; provided, that such prior written consent of Parent shall not be required with respect to the Investor and its Permitted Transferees Transferring any Shares to a Permitted Transferee), and (y) such Transferee executes a counterpart copy of this Agreement and becomes bound hereby as if such Transferee was such Holder.

(b) *Notice of Proposed Transfer.* Prior to Investor or any of its Permitted Transferees Transferring any of their respective Shares, such Holder (a “Seller”) shall simultaneously deliver to the Company and Parent a notice (the “Transfer Notice”), stating: (i) such Holder’s bona fide intention to Transfer such Shares; (ii) the name of each proposed purchaser or other transferee (each, a “Proposed Transferee”); (iii) the aggregate number of Shares proposed to be Transferred to each Proposed Transferee (the “Offered Shares”); and (iv) the bona fide cash price or, in reasonable detail, other consideration for which Seller proposes to Transfer the Offered Shares.

(c) *Notice of Permitted Transfer.* If any Holder plans to make a Permitted Transfer, then, prior to transferring its Shares, such Holder shall deliver to the Company a notice stating: (i) such Holder’s bona fide intention to make such Permitted Transfer of its Shares; (ii) the name, address, email address and phone number of each proposed transferee; (iii) the aggregate number of Shares to be transferred to each proposed transferee; and (iv) the section in this Agreement upon which such Holder is relying in making such Permitted Transfer. For the

avoidance of doubt, the provisions of Sections 6(a), Section 6(b) and Section 7 shall not apply to any Permitted Transfers.

(d) *No Transfers to Competitors.* No Holder shall Transfer any Shares to a Competitor of the Company other than pursuant to a Company Sale.

7. ***Right of First Offer.***

(a) *Exercise.* For a period of [***] days after the Transfer Notice has been delivered to the Company and Parent (the “ROFO Option Period”), Parent (or one or more of its designees, which may include the Company) (the “ROFO Rightholder”) shall have the right (as set forth in this Section 7, the “Right of First Offer”) to make a bona fide offer to purchase all but not less than all of the Offered Shares by delivering a written notice (a “ROFO Exercise Notice”) to Seller, prior to the expiration of the ROFO Option Period, specifying the proposed purchase price therefor (the “ROFO Purchase Price”) and any additional terms proposed by the ROFO Rightholder (the “ROFO Purchase Terms”). Seller, in its sole discretion, may elect to accept the Right of First Offer and in such case, the ROFO Rightholder and Seller shall enter into a definitive agreement for the sale of the Offered Shares on the ROFO Purchase Terms. The ROFO Rightholder’s purchase of the Offered Shares shall be consummated as soon as practicable after the delivery of the ROFO Exercise Notice, but in any event within [***] days thereafter (or longer if regulatory approvals or clearances are required to permit the consummation of the ROFO Rightholder’s purchase of the Offered Shares, including regulatory approvals and clearances under the Hart-Scott-Rodino Antitrust Act of 1974 (as amended), in which case such [***] day period shall be extended as necessary, but not longer than [***] days total (*i.e.*, an extension of [***] days), to obtain such approval or clearance prior to the consummation of such transaction) (the “ROFO Closing Period”).

(b) *Non-Exercise.* If, during the ROFO Option Period, a ROFO Exercise Notice is not delivered, or, if, as applicable, Seller and the ROFO Rightholder have not consummated the purchase of the Offered Shares within the ROFO Closing Period, then, notwithstanding the foregoing or anything to the contrary herein, Seller may elect to Transfer the Offered Shares at any time within [***] days (the “Post-ROFO Period”) following the expiration of either the ROFO Option Period or the ROFO Closing Period as applicable, provided that (i) neither (x) the purchase price nor (y) the terms and conditions of such sale as agreed to with the Transferee is more favorable to such Transferee than the ROFO Purchase Price or the ROFO Purchase Terms and (ii) if the price of any bona fide third party offer received by Seller exceeds the ROFO Purchase Price (if any) by an amount that is not greater than [***] percent ([***]%), the ROFO Rightholder shall have the right, exercisable in its sole discretion within [***] Business Days of its receipt of notice that such third party offer (and, as applicable, Seller shall not Transfer the Offered Shares prior to the expiration of any such [***] Business Day period), to elect irrevocably to purchase the Offered Shares from Seller on the same terms proposed in connection with such bona fide third party offer meet the requirements of clause (i) or (ii); provided, further, that any such sale shall again be subject to this Section 7 if not consummated prior to the end of such Post-ROFO Period.

(c) *Closing.* At the closing of the sale by Seller of any Offered Shares to the ROFO Rightholder, Seller shall deliver the Offered Shares being purchased pursuant to this Section 7, duly endorsed, or accompanied by written instruments of transfer in form reasonably satisfactory to the proposed purchaser and duly executed by Seller, and such Offered Shares shall be free and clear of any Liens (other than limitations on transfer pursuant to applicable securities Laws, pursuant to any indebtedness of the Company or Parent, and this Agreement) and, Seller shall so represent and warrant, and further represent and warrant that it is the sole record owner of such Offered Shares.

(d) *Certain Limitations.* Notwithstanding anything to the contrary herein, (i) any Transfer by Seller as to which the Right of First Offer would apply pursuant to this Section 7 shall be subject to Section 8, (ii) the ROFO Rightholder shall be deemed to have waived its Right of First Offer hereunder if the ROFO Rightholder fails to give notice within ROFO Option Period, and (iii) the Right of First Offer shall not apply to any Transfer pursuant to Section 6(c), Section 8 or Section 11.

8. ***Repurchase Right.***

(a) *Exercise.* From and after the third (3rd) anniversary of the Closing, except during the period which the Investor has the ability to exercise its Exchange Right pursuant to Section 9(c), the Company (or one or more of its designees) shall, at the written election of Parent (in its sole discretion), have the right, in lieu of the payment of any portion of a dividend that would otherwise be paid to Parent in accordance with Section 3(h), to use such amounts that would otherwise be applied to such dividend to repurchase, and the Investor shall be required to sell to the Company (or one or more of its designees) a number of Investor's (or the Investor's Permitted Transferees) Shares in the Company as elected by Parent (any such repurchase a "Repurchase," and such election right, the "Repurchase Right") at a price per share equal to (x) 1.75 multiplied by the Book Value of the Company as of the last day of the fiscal quarter ending prior to the exercise of a Repurchase Right (such Book Value, the "Repurchase Book Value"), divided by (y) the total number of Shares of the Company that are outstanding as of the consummation of the Repurchase. All Repurchases shall occur on a pro rata basis among the Investor and any other holders of Shares (other than Parent). Notwithstanding the foregoing, without the prior written consent of the Investor, the Investor shall not, in any single year, be required to sell to the Company an amount of Shares in the Company that is more than one-third (1/3) of the number of Shares held by such Investor as of immediately following the Closing.

(b) *Repurchase Mechanics.* No later than [***] Business Days prior to the closing of a Repurchase, the Company shall deliver to each Holder whose Shares are being repurchased a calculation of the Repurchase Book Value. The closing of any Repurchase shall occur reasonably promptly (and in any event within [***] Business Days of the Parent's election to cause a Repurchase) following the Parent providing Investor with the written notice of its exercise of the Repurchase Right; provided, that such closing date shall be extended as reasonably required to comply with the Securities Act, applicable securities Laws or regulations, and applicable banking Laws. At such closing, Investor and its Permitted Transferees shall (i) Transfer and convey such Shares to Company free and clear of any and all Liens (other than limitations on transfer pursuant to applicable securities Laws, pursuant to any indebtedness of the Company or Parent, and this Agreement), and (ii) provide the Company (or its designee) with written assignments and customary representations and warranties regarding such Transfer, including representations and warranties regarding due authorization, execution and delivery, enforceability and good title to such Shares free and clear of any Liens (other than limitations on transfer pursuant to applicable securities Laws, pursuant to any indebtedness of the Company or Parent, and this Agreement), as reasonably requested by the Company. In the event of the failure of Investor or its Permitted Transferees to proceed with a closing contemplated by this Section 8, the Company and Parent shall have the right to specific performance.

(c) *Investor Cooperation.* Investor and its Permitted Transferees shall operate in good faith and use commercially reasonable efforts to cause the closing of any Repurchase to occur as set forth in this Section 8, and shall take actions reasonably necessary or desirable and reasonably requested by, in each case subject to applicable Law, the Company or Parent to consummate expeditiously such Repurchase, including executing, acknowledging and delivering consents, assignments, waivers and other documents or instruments reasonably necessary or desirable and reasonably requested by, in each case subject to applicable Law, the Company or Parent in connection therewith.

9. ***Investor Exchange Right.***

(a) *Exchange after Lock-Up Period.* From and after the date of expiration of the Lock-Up Period and continuing for as long as Investor holds any Shares in the Company, the Investor and its Permitted Transferees may, at the Investor's sole discretion but subject to the Securities Act, other securities Laws or applicable banking Laws, elect to exchange all (but not less than all) the Investor's and its Permitted Transferees' Shares in the Company (the "Exchanged Shares") for Common Stock of Parent, par value \$0.01 per share (the "Parent Common Stock") pursuant to delivery of an exercise notice to the Board (such notice, the "Exchange Exercise Notice," such exchange, the "Exchange," such rights of the Investor, the "Exchange Right") that has been provided to the Board at least [***] days (the "Exchange");

Exercise Notice Period”) in advance. The closing of an Exchange pursuant to this Section 9(a) shall occur as promptly as practicable after the expiration of the Exchange Exercise Notice Period; provided, that such closing date shall be extended as reasonably required to comply with the Securities Act, applicable securities Laws or regulations, and applicable banking Laws.

(b) *Exchange Upon Company Sale or Parent Sale.* Within [***] days following the public announcement of either a Company Sale or a Parent Change in Control, the Investor and its Permitted Transferees may upon written notice to the Company exercise its Exchange Right with respect to all (but not less than all) of its Shares in accordance with the terms of this Section 9. The Closing of such Exchange shall occur immediately prior to the consummation of such Company Sale or Parent Change in Control; provided that, to the extent that the consideration that the Holders (in the case of a Company Sale) or holders of Parent Common Stock (in the case of a Parent Change in Control) shall receive in connection with such Company Sale or Parent Change in Control is in a form other than cash, the Company, Parent, Investor and its Permitted Transferees shall operate in good faith and use commercially reasonable efforts to cause the closing of such Exchange to occur reasonably in advance of the closing of such Company Sale or Parent Change in Control or at such other time mutually agreed upon by the Company, Parent and Investor in a signed writing; provided, further, that to the extent the consideration the Holders (in the case of a Company Sale) or holders of Parent Common Stock (in the case of a Parent Change in Control) shall receive in connection with such Company Sale or Parent Change in Control takes the form of equity securities (x) not listed on a national security exchange or internationally recognized security exchange and (y) without a daily trading volume to provide sufficient liquidity, the Company, Parent, Investor and its Permitted Transferees shall, to the extent reasonably practicable, cause the Exchange to be completed at least [***] Business Days prior to the consummation of such Company Sale or Parent Change in Control, as applicable or such date that is closer to the consummation of such Company Sale or Parent Change in Control, as applicable, as mutually agreed upon by the Company, Parent and Investor in a signed writing (acting reasonably and in good faith). Notwithstanding anything to the contrary in this Agreement, neither the Investor nor its Permitted Transferees shall exercise both its respective Exchange Right and Tag-Along Rights (to the extent that the Investor’s Tag-Along Rights are triggered) in connection with a Company Sale.

(c) *Exchange Upon Dividend below Target Closing Date Book Value Threshold.* For the period commencing at any time when the Company has declared any dividend that would result in the Book Value of the Company as of the time of such dividend payment (the “Triggering Dividend”) being less than \$[***] (the “Target Closing Date Book Value”) and ending at such time as the then-current Book Value of the Company exceeds the Target Closing Date Book Value, the Investor and its Permitted Transferees may upon written notice by the Investor to the Company exercise its Exchange Right with respect to all (but not less than all) of its Shares in accordance with the terms of this Section 9. The closing of an Exchange pursuant to this Section 9(c) shall occur as promptly as practicable after Investor delivers such notice or at such other time mutually agreed upon by the Company, Parent and Investor in a signed writing. If such closing occurs after the record date or payment date of the Triggering Dividend, then clause (x)(i) of Section 9(d) for the purposes of calculating the amount of Parent Common Stock issued in connection an Exchange pursuant to this Section 9(c) shall be deemed to be equal to the Company Valuation Upon Exchange minus the portion of the amount of the Triggering Dividend paid or payable to Investor.

(d) *Calculation of Exchange Value.* The number of shares of Parent Common Stock received by Investor and its Permitted Transferees in exchange for all of the Investor’s and Permitted Transferees’ respective Exchanged Shares in connection with any Exchange shall be equal to the lesser of (x) (i) the Company Valuation Upon Exchange multiplied by (ii) (A) the total number of Shares of the Company owned by such Investor or Permitted Transferee as of the date of the closing of the Exchange divided by (B) the total number of issued and outstanding Shares of the Company as of the date of the closing of the Exchange, divided by (iii) the 30-Day

Parent VWAP and (y) 4.9% of the Parent Common Stock. The defined terms used in connection with the foregoing calculations shall have the following meanings:

(i) “Company Valuation Upon Exchange” shall be equal to 1.75 multiplied by the Book Value of the Company as of the last day of the fiscal quarter ending prior to the delivery of the applicable Exchange Exercise Notice (provided that, in respect of an Exchange in accordance with Section 9(c), the Book Value utilized in the determination of the Company Valuation Upon Exchange shall equal the Book Value at the end of the fiscal quarter immediately preceding the payment of the Triggering Dividend); and

(ii) “30-Day Parent VWAP” shall mean the volume weighted average price of the Parent Common Stock traded on the New York Stock Exchange, or any other national securities exchange on which the Parent Common Stock are then traded (as reported by Bloomberg L.P. under the function “VWAP” or, if not reported therein, in another authoritative source mutually selected by Parent and Investor), for the thirty (30) trading days ending on the first trading day immediately preceding the date of the closing of the Exchange.

(e) *Parent Cash Settlement Option.* In connection with any Exchange, Parent may, in its sole discretion, elect to settle its obligation to issue Parent Common Stock pursuant to this Section 9 by, in whole or in part, issuing Parent Common Stock to Investor or its Permitted Transferees and/or paying the Investor and its Permitted Transferees an amount in cash equal to the 30-Day Parent VWAP multiplied by the number of shares of Parent Common Stock that the Parent elects not to issue to Investor and its Permitted Transferees.

(f) *Limitation.* Notwithstanding anything to the contrary in this Agreement, in connection with an Exchange, the Investor and its Permitted Transferees shall not collectively receive more than 4.9% of all of the issued and outstanding Parent Common Stock. If, as a result of the calculations set forth in this Section 9, the Investor and its Permitted Transferees would be entitled to receive greater than 4.9% of all of the issued and outstanding Parent Common Stock, such Investor and its Permitted Transferees shall be collectively entitled to receive 4.9% of all of the issued and outstanding Parent Common Stock pursuant to this Section 9.

(g) *Exchange Mechanics & Efforts.* No later than [***] Business Days prior to the closing of an Exchange, the Company shall deliver to the Investor a calculation of the amount of Parent Common Stock that Investor and its Permitted Transferees shall receive in connection with such Exchange and a calculation of the Book Value of the Company used in calculating the foregoing amount of Parent Common Stock. At the Closing of an Exchange, Investor and its Permitted Transferees shall (i) Transfer and convey such Shares to Parent free and clear of any and all Liens (other than limitations on transfer pursuant to applicable securities Laws, pursuant to any indebtedness of the Company or Parent, and this Agreement), and (ii) provide Parent (or its designee) with written assignments and customary representations and warranties regarding such Transfer, including representations and warranties regarding due authorization, execution and delivery, enforceability and good title to such Shares free and clear of any Liens (other than limitations on transfer pursuant to applicable securities Laws, pursuant to any indebtedness of the Company or Parent, and this Agreement), as reasonably requested by Parent. In the event of the failure of the Company, Parent, Investor or its Permitted Transferees to proceed with a closing contemplated by this Section 9, the Company and Parent (in the event of a failure by Investor or its Permitted Transferees) and the Investor and its Permitted Transferees (in the event of a failure by the Company or Parent) shall have the right to specific performance. The Company, Parent, Investor and its Permitted Transferees shall operate in good faith and use commercially reasonable efforts to cause the closing of any Exchange to occur as set forth in Section 9, and shall take actions reasonably necessary or desirable and reasonably requested by, in each case subject to applicable Law, the other party to consummate expeditiously such Exchange, including executing, acknowledging and delivering consents, assignments, waivers and other documents or instruments reasonably necessary or desirable and reasonably requested by, in each case, subject to applicable Law, the other party in connection therewith.

(h) *Registration Rights.* Investor agrees and acknowledges that, upon the consummation of the transactions contemplated in connection with the Exchange Right, Parent may issue and Investor may receive Parent Common Stock that is not registered with any securities exchange and not publicly tradeable upon issuance, and in such event, concurrent with the consummation of the transactions contemplated in connection with the Exchange Right, Parent shall, or shall take such actions as are required to cause its successor to, enter into a registration rights agreement with Investor (the “Registration Rights Agreement”), on substantially the terms set forth in Exhibit G.

10. ***Drag-Along Rights.***

(a) *Exercise; Actions to be Taken.* In the event that the Board and Parent approve a Company Sale in writing specifying that such Company Sale is subject to this Section 10(a) (a “Drag-Along Sale”), the Company shall, and shall cause its Affiliates, directors, officers, employees, consultants, legal counsel, partners and accountants, to use its and their reasonable best efforts to take all actions reasonably necessary or desirable to consummate expeditiously such Drag-Along Sale and any related transactions including at its and their own cost and expense: (A) engaging such advisors and agents (which shall be approved by Parent) as necessary or reasonably advisable to effect such Drag-Along Sale, (B) making reasonably available for inspection by any underwriter, potential purchaser and their respective attorneys, accountants and other consultants and agents, as applicable, all customary financial and other books and records, and documents relating to the business of the Company and its Subsidiaries, and causing the Company’s officers, employees and accountants to supply all customary due diligence information reasonably requested in connection with such Drag-Along Sale, and (C) attending and participating (as applicable) in drafting sessions, meetings with representatives of potential underwriters or purchasers of the Company, and roadshow presentations.

(b) *Holder Cooperation.* The Company shall furnish notice with reasonably sufficient detail regarding the Drag-Along Sale (including, but not limited to, the identity of the purchaser, the material terms and conditions of the Drag-Along Sale and the estimated closing date) to each Holder not less than [***] days prior to the proposed consummation of a Drag-Along Sale. Each Holder shall (i) be obligated, subject to the terms and conditions of this Section 10 to consummate, consent to and raise no objection to the consummation of such Drag-Along Sale (ii) take all actions reasonably necessary or desirable and requested by the Company or Parent to consummate expeditiously such Drag-Along Sale and any related transactions, including executing, acknowledging and delivering consents, assignments, waivers (including with respect to any dissenters’ rights, appraisal rights or similar rights) and other documents or instruments reasonably necessary or desirable and requested by the Company or Parent in connection therewith and on terms no less favorable to the dragged Holder(s) than those being executed or given by the dragging Holder, and (iii) otherwise use its reasonable best efforts to cooperate with the Company or Parent to ensure the successful consummation of such Drag-Along Sale.

(c) *Company Expenses.* All fees and expenses incident to the performance of, or compliance with, this Section 10 incurred by the Company shall be borne solely by the Company, and the Holders shall not have any responsibility for any such fees and expenses. Any fees or expenses incurred by any Holder on such Holder’s own behalf (including the fees and disbursements of counsel, advisors and other Persons retained by such Holder in connection with this Section 10) will not be considered fees and expenses of the Company and will be the responsibility of such Holder.

(d) *Conditions.* Notwithstanding the foregoing, no Holder shall be required to comply with Section 10(b) in connection with any proposed Company Sale unless:

(i) such Holder shall not be required to make any representation, warranty or covenant or provide any indemnity that is not substantially similar to the representations, warranties and covenants made or indemnities provided by all Holders (provided that no Holder shall be required to make any representations, warranties or covenants or provide indemnities as to any other Holders);

(ii) such Holder shall not be liable for the inaccuracy or breach of any representation, warranty or covenant by any other Person not Affiliated with or an agent of such Holder (other than the Company, subject to clause (iii) below) in connection with the Drag-Along Sale;

(iii) the liability for indemnification, if any, of such Holder in such Company Sale shall be several, and not joint or joint and several, with any other Person (provided that indemnification to cover breaches of representations, warranties and covenants of the Company and any other special indemnities provided by the Company shall be borne pro rata in proportion to, and not to exceed, the amount of consideration paid to such Holder in connection with such Drag-Along Sale) and shall in no event exceed the actual proceeds received by such Holder in the Drag-Along Sale (except in the case of fraud or intentional misrepresentation by such Holder);

(iv) no Holder shall be required to sign a covenant not to compete or any similar restrictive covenants;

(v) upon the consummation of the Drag-Along Sale, each Holder will receive the same form and amount of consideration for such Holder's Shares as is received by other Holders in respect of their Shares of such same class or series of Company capital stock; provided that the form of consideration for the Drag-Along Sale shall be payable or deliverable solely in cash or freely tradeable securities; and

(vi) subject to clause (v) above, requiring the same form of consideration to be available to the holders of any single class or series of Company capital stock, if any holders of any capital stock of the Company are given an option as to the form and amount of consideration to be received upon the consummation of the Drag-Along Sale, all holders of such Company capital stock will be given the same option, subject to compliance with applicable securities Laws.

Notwithstanding the foregoing or anything to the contrary in this Agreement, in the event that all or a portion of the consideration payable to any Holder in connection with such Drag-Along Sale consists of securities and the exchange or sale of such securities to any Holder would require either a registration under the Securities Act or the preparation of a disclosure document pursuant to Regulation D under the Securities Act (or any successor regulation) or a similar provision of any state securities Law, then, at the option of the Parent, such Holders may receive, in lieu of such securities, the fair market value of such securities in cash, as determined in good faith by the Board.

(e) *Permitted Escrow.* If, in respect of a Drag-Along Sale, any Holder fails to comply with the terms hereof and deliver such Holder's Shares and instruments of transfer in respect thereof on the scheduled closing date of such Drag-Along Sale, the Parent may cause the Company to deposit the consideration otherwise payable to such Holder in respect of such Shares in connection with the Drag-Along Sale with a third party escrow agent (including a bank or a financial institution), as escrow holder. In the event of the foregoing: (i) such Shares shall be deemed for all purposes (including the right to vote and receive payment for dividends, if any) to have been Transferred in such Drag-Along Sale; (ii) to the extent that such Shares are evidenced by certificates or other instruments, such certificates and other instruments, as the case may be, shall be deemed cancelled; (iii) the Company shall make an appropriate notation in its records to reflect the cancellation of such Shares; and (iv) the Holder obligated to Transfer such Shares shall merely be a creditor with respect to such Shares with the right only to receive payment of the consideration in respect thereof, without interest, from the escrow funds. If, following the

third (3rd) anniversary of the closing date of the Drag-Along Sale, the consideration in respect of such Shares has not been claimed by or on behalf of such Holder (in compliance with any requirements under the terms of the Drag-Along Sale), the escrow deposit (and any interest earned thereon) shall be released as set forth in the terms of the Drag-Along Sale, and such Holder shall forfeit its right to receive such consideration (unless otherwise provided in the terms of such Drag-Along Sale).

11. ***Tag-Along Rights.***

(a) *Exercise.*

(i) Subject to the limitations of this Section 11, if the Parent Transfers more than [***] percent ([***]%) of its Shares (other than pursuant to a Permitted Transfer) in one transaction or a series of related transactions (a “Tag-Along Sale”), Investor shall have the right to participate in such Transfer on the same terms and conditions as the Parent (as provided in this Section 11, “Tag-Along Rights”). In connection with the foregoing, Parent shall deliver to the Investor a notice, not less than [***] days prior to the proposed consummation of such Transfer, stating: (i) Parent’s bona fide intention to Transfer its Shares; (ii) the name of each Proposed Transferee; (iii) the aggregate number of Shares proposed to be Transferred to each Proposed Transferee (the “Tag-Along Sale Total Shares”); and (iv) the bona fide cash price or, in reasonable detail, other consideration for Parent proposes to Transfer such Shares (the “Tag-Along Sale Notice”). To exercise its rights hereunder, Investor must have provided a notice to Parent within [***] Business Days of the delivery of a Tag-Along Sale Notice (the “Tag-Along Exercise Period”) indicating that Investor wishes to participate in such Transfer and the amount of Shares Investor is willing to sell in such Transfer (the “Tag-Along Election Notice”). Failure by Investor to provide the Tag-Along Election Notice within the Tag-Along Exercise Period shall be regarded as a waiver of its Tag-Along Rights contemplated by this Section 11 with respect to (but only with respect to) the applicable Tag-Along Sale Notice.

(ii) Investor will be entitled to Transfer up to such Holder’s pro rata share of the Tag-Along Sale Total Shares which shall be equal to (x) the number of Tag-Along Sale Total Shares multiplied by (y) a fraction (i) the numerator of which shall be the number of Shares held on the date of the Tag-Along Sale Notice by Investor and (ii) the denominator of which shall be the aggregate number of Shares held on the date of the Tag-Along Sale Notice by Parent and Investor (and, if applicable, any other holder of Shares that elects to participate in such Tag-Along Sale).

(b) *Closing; Consummation of the Tag-Along Sale.* Subject to compliance with applicable state and federal securities Laws, the sale of the Tag-Along Sale Total Shares shall occur within [***] days after the expiration of the Tag-Along Exercise Period. If Investor exercised the Tag-Along Rights in accordance with this Section 11, then Investor shall deliver to Parent at or before the closing of the transactions contemplated in connection with such Tag-Along Rights (the “Tag-Along Closing”), in trust, one or more certificates, properly endorsed for Transfer, representing the number of Tag-Along Sale Total Shares to which Investor is entitled to Transfer pursuant to this Section 11. At the Tag-Along Closing, Parent shall cause such certificates or other instruments to be Transferred and delivered to the Transferee pursuant to the terms and conditions specified in the Tag-Along Sale Notice, and Parent will remit, or will cause to be remitted, to Investor, at the Tag-Along Closing, that portion of the proceeds of the Transfer to which Investor is entitled by reason of Investor’s participation in such Transfer pursuant to the Tag-Along Rights.

(c) *Conditions.* Any Tag-Along Sale consummated pursuant to this Section 11 shall be subject to the following requirements:

(i) no Holder shall be required to make any representation, warranty or covenant or provide any indemnity that is not substantially similar to the representations, warranties and covenants made or indemnities provided by all Holders (provided that no Holder shall be required to make any representations, warranties or covenants or provide indemnities as to any other Holders);

(ii) no Holder shall be liable for the inaccuracy or breach of any representation, warranty or covenant by any other Person not Affiliated with or an agent of such Holder (other than the Company, subject to clause (iii) below) in connection with the Tag-Along Sale;

(iii) the liability for indemnification, if any, of such Holder in such Tag-Along Sale shall be several, and not joint or joint and several, with any other Person (provided that indemnification to cover breaches of representations, warranties and covenants of the Company and any other special indemnities provided by the Company shall be borne pro rata in proportion to, and not to exceed, the amount of consideration paid to such Holder in connection with such Tag-Along Sale) and shall in no event exceed the actual proceeds received by such Holder in the Tag-Along Sale (except in the case of fraud or intentional misrepresentation by such Holder);

(iv) no Holder shall be required to sign a covenant not to compete or any similar restrictive covenants;

(v) upon the consummation of the Tag-Along Sale, each Holder will receive the same form and amount of consideration for such Holder's Shares as is received by other Holders in respect of their Shares of such same class or series of Company capital stock; provided that the form of consideration for the Tag-Along Sale shall be payable or deliverable solely in cash or freely tradeable securities; and

(vi) subject to clause (v) above, requiring the same form of consideration to be available to the holders of any single class or series of Company capital stock, if any holders of any capital stock of the Company are given an option as to the form and amount of consideration to be received upon the consummation of the Tag-Along Sale, all holders of such Company capital stock will be given the same option, subject to compliance with applicable securities Laws.

Notwithstanding the foregoing or anything to the contrary in this Agreement, in the event that all or a portion of the consideration payable to any Holder in connection with such Tag-Along Sale consists of securities and the exchange or sale of such securities to any Holder would require either a registration under the Securities Act or the preparation of a disclosure document pursuant to Regulation D under the Securities Act (or any successor regulation) or a similar provision of any state securities Law, then, at the option of the Parent, such Holders may receive, in lieu of such securities, the fair market value of such securities in cash, as determined in good faith by the Board.

(d) *Exclusion from Tag-Along Rights.* These Tag-Along Rights shall not apply with respect to Common Stock Transferred or to be Transferred to Parent (or one or more of its designees) pursuant to its Right of First Offer.

(e) *Parent's Right To Transfer.* If any of the Tag-Along Sale Total Shares remain available after the exercise by Investor of its Tag-Along Rights, then the Parent shall be free to Transfer any such remaining shares to the Proposed Transferee in accordance with the terms set forth in the Tag-Along Sale Notice; provided, however, that if the Tag-Along Sale Total Shares are not so Transferred during the [***] day period following the expiration of the Tag-Along Exercise Period, then Parent may not Transfer any of such remaining Tag-Along Sale Total Shares without complying again in full with Section 11.

12. ***Conditions to Valid Transfer.***

(a) *Generally.* Any attempt by any Holder to Transfer any Shares in violation of any provision of this Agreement will be null and void *ab initio*. No Shares shall be

Transferred by any Holder unless (i) such Transfer is made in compliance with all of the terms of this Agreement and all applicable federal and state securities and banking, lending and related Laws and (ii) prior to such Transfer, the transferee or transferees sign a counterpart to this Agreement pursuant to which it or they agree to be bound by its terms. The Company will not be required to (i) transfer on its books any Shares that have been purportedly Transferred in violation of any provisions of this Agreement or (ii) to treat as owner of any such Shares in violation of the provisions of this Agreement, or accord the right to vote, or pay dividends to any purchaser or other transferee to whom such Shares may have been purportedly so Transferred.

(b) *Bad Actor Transfers Prohibited.* Each Holder agrees not to make any sale, assignment, transfer, pledge or other disposition of any Shares, or any beneficial interest therein, to any person other than the Company unless and until the proposed transferee confirms to the reasonable satisfaction of the Board that neither the proposed transferee nor any of its directors, executive officers, other officers that may serve as a director or officer of any company in which it invests, general partners or managing members nor any person that would be deemed a beneficial owner of those securities (in accordance with Rule 506(d) of the Securities Act) is subject to any Bad Actor Disqualification, except as set forth in Rule 506(d)(2) or (d)(3) under the Securities Act and disclosed, reasonably in advance of the transfer, in writing in reasonable detail to the Company.

(c) *Securities Matters.* No Transfer of any Shares shall be permitted if (i) such Transfer would violate the Securities Act or any state securities or “blue sky” laws applicable to the Company or to the Shares to be Transferred, (ii) such Transfer would impose liability or reporting obligations on the Company or any Holder thereof under the Exchange Act or would otherwise require the Company or any Holder to make any filing with the Securities and Exchange Commission, (iii) such Transfer would, individually or together with other concurrently proposed Transfers, cause the Company to be regarded as an “investment company” under the Investment Company Act, or (iv) the Company is not, at the time of such proposed Transfer, subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act and following such proposed Transfer, the Company would have (A) in the aggregate, more than 1,950 holders of record (as such concept is understood for purposes of Section 12(g) of the Exchange Act) or (B) in the aggregate, more than 450 holders of record (as such concept is understood for purposes of Section 12(g) of the Exchange Act) who do not satisfy the definition of an “accredited investor” within the meaning of Rule 501(a) under Regulation D of the Securities Act (determined, in each case, in the Company’s sole discretion); provided, that the Board, with the approval of Directors representing at least 75% of the votes represented at the Board, may waive any of the restrictions contained in clauses (i) through (iv). The Company may institute legal proceedings to force rescission of a Transfer prohibited by this Section 12(c) and to seek any other remedy available to it at law, in equity or otherwise, including an injunction prohibiting any such Transfer.

(d) *Authority of Board.* The Board shall have the power to determine all matters related to this Section 12, including matters necessary or desirable to administer or to determine compliance with this Section 12 and, absent actual fraud, bad faith, manifest error, or self-dealing, the determinations of the Board with respect to such matters related to this Section 12 shall be final and binding on the Company, the Holders and any proposed Transferee.

13. *Stop Transfer Orders.* In order to ensure compliance with the restrictions referred to herein, each Holder agrees that the Company may issue appropriate “stop transfer” certificates or instructions in the event of a Transfer, or Permitted Transfer, in violation of any provision of this Agreement and that it may make appropriate notations to the same effect in its records.

14. *Miscellaneous Sale Provisions.*

(a) *Further Assurances.* Each Holder shall take or cause to be taken all such reasonable actions as may be necessary or reasonably desirable in order to consummate expeditiously each Transfer pursuant to Sections 7, 8, 9, 10 or 11 and any related transactions, including executing, acknowledging and delivering consents, assignments, waivers and other documents or instruments, furnishing information and copies of documents, filing applications,

reports, returns, filings and other documents or instruments with governmental authorities, and otherwise reasonably cooperating with the applicable selling and purchasing parties.

(b) *Sale Process.* The Seller, in the case of a proposed Transfer pursuant to Sections 7 or 9, or the Parent, in the case of a proposed Transfer pursuant to Sections 8, 10 or 11, shall, in such party's sole discretion, decide whether or not to pursue, consummate, postpone or abandon any proposed Transfer and the terms and conditions thereof. No party hereto shall have any liability hereunder to any other Person arising from, relating to or in connection with the pursuit, consummation, postponement, abandonment or terms and conditions of any proposed Transfer except to the extent such party shall have failed to comply with the provisions of this Agreement.

15. **Covenants.** The Company and each Holder hereby covenants and agrees, as follows:

(a) *Information Rights.* The Company will furnish the following reports to Investor and its Permitted Transferees (for so long as such Holder holds any Shares): [***].

(b) *Inspection.* Upon reasonable advanced request from a Holder that satisfied the Approval Threshold, the Company shall permit each such Holder, or its agents, at such Holder's expense, during normal business hours to visit and inspect the Company's properties, to examine its books of account and other records, and to discuss the Company's affairs, finances and accounts with its officers; provided, however, that the Company shall not be obligated pursuant to this Section 15(b) to provide access to any information that it reasonably and in good faith considers to be a trade secret or confidential information or the disclosure of which would adversely affect the attorney-client privilege between the Company and its counsel or which is prohibited by a Governmental Authority or by Law from being disclosed; provided, further, that no Holder may exercise its rights pursuant to this Section 15(b) more than [***] times per calendar year. Notwithstanding the foregoing, any reasonable request by Holder for management discussions with respect to, or for the access to the supporting financial information used to establish: (i) the Company's calculation of Book Value or Repurchase Book Value to the extent used in connection with the Company's exercise of its Repurchase Right; or (ii) the calculation of Company Valuation Upon Exchange to the extent used in connection with an Exchange, in either case, shall not count toward the bi-annual limit in the preceding sentence.

(c) *Confidentiality.* Notwithstanding anything in this Agreement to the contrary, no Holder by reason of this Agreement shall have access to any trade secrets or classified information of the Company. The Company shall not be required to comply with any information rights of Section 15 in respect of any Holder whom the Company reasonably determines to be a competitor; provided, however, the Company acknowledges and agrees that none of the Holders is currently a competitor. Each Holder acknowledges that the information received by such Holder from the Company is confidential and for such Holder's use only, and such Holder's will not (i) use such confidential information in violation of the Exchange Act or for any purpose other than to evaluate such Holder's investment in the Company or (ii) reproduce, disclose or disseminate such information to any other person (except (1) such Holder's employees, investors, Affiliates that are not operating portfolio companies, representatives, attorneys or agents having a need to know the contents of such information in order for such Holder to evaluate such Holder's investment in the Company, (2) in connection with the exercise of such Holder's rights contemplated by this Agreement or (3) to any then-current or prospective lender to or purchaser of securities of Holder (as long as such lender or purchaser agreed to be bound by confidentiality and non-use provisions similar to this Section 15(c) and such lender or purchaser is not an operating portfolio company of such Holder)), unless the Company has made such information available to the public generally or such Holder is required to disclose such information by a Governmental Authority or by Law. In the event that any Holder is requested or required by applicable Law to disclose any of the Company's information that is subject to this Section 15(c) to a Governmental Authority or by Law, such Holder shall, and shall direct its representatives to, as applicable, (to the extent practicable and permissible by Law) provide the Company with prompt written notice (email shall suffice), prior to disclosure, of such request or requirement and the documents requested

thereby so that the Company may seek, at its sole cost, an appropriate protective order or other remedy. If in the absence of a protective order or other remedy, such Holder or its representatives, as applicable, is, upon the advice of counsel, compelled, requested or required to disclose the Company's information that is subject to this Section 15(c), such Holder or its representatives, as applicable, may disclose only that portion of the Company's information that is subject to this Section 15(c) that is compelled, requested or required to be disclosed and, in the event such disclosure is made, shall exercise commercially reasonable efforts to preserve the confidentiality of the Company's information that is subject to this Section 15(c), including reasonable efforts to obtain reliable assurance that confidential treatment will be accorded to that portion of the Company's information that is subject to this Section 15(c) that is being disclosed. Each Holder shall cause each of such Holder's employees, investors, Affiliates, representatives, attorneys, agents or prospective purchasers who have access to any of the Company's information that is subject to this Section 15(c) to observe the terms of this Section 15(c) with respect to such information. The covenants set forth in Section 15(c) shall survive until the earlier of (x) the [***] year anniversary of any termination of this Agreement or (y) with respect to any Holder, the [***] year anniversary of the date upon which such Holder or any of its Permitted Transferees no longer owned any Common Stock of the Company. Notwithstanding the foregoing, any of the Company's information that is subject to this Section 15(c) may be disclosed, and no notice as referenced above is required to be provided, pursuant to requests or requirements for information in connection with routine audit or supervisory examinations by, or a blanked document request from, a governmental entity or regulatory or self-regulatory authorities with the jurisdiction over such Holder or its representatives and not directed at the Company.

(d) *"Bad Actor" Notice.* Each party to this Agreement will promptly notify each other party to this Agreement in writing if it or, to its knowledge, any person specified in Rule 506(d)(1) under the Securities Act becomes subject to any Bad Actor Disqualification.

(e) *Regulatory Cooperation.* The Holders acknowledge that the Bank is subject to supervision and regulation by the Federal Deposit Insurance Corporation and the State of Nevada, and that the Company or certain of its subsidiaries is subject to supervision and regulation by state regulators in certain states where it holds licenses to conduct certain lending activities including but not limited to servicing loans. The Company and the Holders agree to cooperate in good faith and use commercially reasonable efforts to address applicable banking, lending, and related Laws and related directives, orders, and guidance from applicable Governmental Authorities. Without limiting the foregoing, (i) neither the Company or any Holder shall take any action that would cause any Investor to own more than 4.9% of any class of voting securities of the Company or the Bank and (ii) each Investor agrees to provide to the Company, Parent, or the Bank, as applicable, all such information regarding such Investor and its affiliates as is reasonably requested by the Company, Parent, or the Bank for the purpose of complying with applicable banking, lending, and related Laws and with the directives, orders, and guidance of any Governmental Authority; provided, however, that the Company, Parent, and the Bank, shall treat such information as confidential and not disclose or otherwise use such information for any purpose other than compliance with such banking, lending and related Laws or such directives, orders, and guidance.

(f) *Other Investor Terms.* The terms set forth in this Agreement are, in the aggregate, substantially similar to and no less favorable than the terms agreed with any other Person that entered into an agreement to acquire securities in the Company on or around the date of the Closing.

16. *Conflicting Organizational Document Provisions.* The parties hereto shall vote all of their Shares and execute proxies or written consents, as the case may be, and shall take all Necessary Action reasonably available within their power, to ensure that the Certificate of Incorporation and Bylaws each facilitate, and do not at any time conflict with, any provision of this Agreement. In the event of any ambiguity or conflict arising between the terms of this Agreement and those of the Certificate of Incorporation or Bylaws, the Company and the Holders shall take all Necessary Action reasonably available within their power to amend the

Certificate of Incorporation or Bylaws, as the case may be, to eliminate such ambiguity or conflict such that the terms of this Agreement shall prevail. The parties hereto acknowledge and agree that the Certificate of Incorporation, in the form attached hereto as Exhibit C, and the Bylaws, in the form attached hereto as Exhibit D, do not conflict with any provision of this Agreement.

17. **Non-Circumvention.** No Holder that is not an individual shall permit the Transfer of any of its Shares, or register the Transfer of any of its Shares on its books, to the extent such Transfer is intended to effect a Transfer of the Shares held by such Holder in circumvention of the restrictions contained herein. No prohibition or restriction set forth herein may be circumvented by doing indirectly anything which if done directly would be prohibited or restricted hereunder or under this Agreement or the Certificate of Incorporation.

18. **Termination.** This Agreement shall become effective upon the execution hereof and, except as otherwise expressly set forth herein, shall terminate and be of no further force or effect with respect to any particular Holder, automatically without any action on the part of such Holder upon the earliest of (a) a Company Sale and (b) when such Holder and its Permitted Transferees no longer holds any Shares. No termination under this Agreement shall relieve any Person of liability for breach prior to termination.

19. **Additional Shares.** The provisions of this Agreement shall apply to the full extent set forth herein with respect to Shares, to any and all shares of capital stock of the Company or any successor or assign of the Company (whether by merger, consolidation, sale of assets or otherwise) which may be issued in respect of, in exchange for, or in substitution of the Shares, by reason of a stock dividend, stock split, stock issuance, reverse stock split, combination, recapitalization, reclassification, merger, consolidation or otherwise or which are acquired by any Holder in any other manner.

20. **Stock Certificate Legends.** To the extent Shares are certificated, each certificate representing Shares now held or hereafter acquired by any Holder shall for as long as this Agreement is effective bear legends substantially in the following forms:

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR THE SECURITIES LAWS OF ANY STATE. THE SECURITIES MAY NOT BE OFFERED AND SOLD EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER SUCH ACT AND APPLICABLE STATE SECURITIES LAWS OR PURSUANT TO AN APPLICABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE ACT AND SUCH LAWS OR PURSUANT TO A WRITTEN OPINION OF COUNSEL FOR THE COMPANY (OR SUCH OTHER EVIDENCE AS IS REASONABLY ACCEPTABLE TO THE COMPANY) THAT SUCH REGISTRATION IS NOT REQUIRED.

THE SALE, ASSIGNMENT, HYPOTHECATION, PLEDGE, ENCUMBRANCE OR OTHER DISPOSITION (EACH A "TRANSFER") AND VOTING OF ANY OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE RESTRICTED BY THE TERMS OF THE STOCKHOLDERS AGREEMENT, DATED AS OF OCTOBER 31, 2025, BY AND AMONG THE COMPANY AND THE HOLDERS NAMED THEREIN AS

AMENDED FROM TIME TO TIME, A COPY OF WHICH MAY BE INSPECTED AT THE COMPANY'S PRINCIPAL OFFICE. THE COMPANY WILL NOT REGISTER THE TRANSFER OF SUCH SECURITIES ON THE BOOKS OF THE COMPANY UNLESS AND UNTIL THE PURPORTED TRANSFER HAS BEEN MADE IN COMPLIANCE WITH THE TERMS OF THE STOCKHOLDERS AGREEMENT.

21. **Authority; Effect.** Each party hereto, severally and not jointly or jointly and severally, represents and warrants to and agrees with each other party that (a) the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized on behalf of such party and do not violate any agreement or other instrument applicable to such party or by which its assets are bound and (b) this Agreement constitutes a legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms, except to the extent that the enforcement of the rights and remedies created hereby is subject to (i) bankruptcy, insolvency, reorganization, moratorium and other Laws of general application affecting the rights and remedies of creditors generally and (ii) general principles of equity.

22. **Miscellaneous.**

(a) **Interpretation.** Except as otherwise expressly provided herein:

- (i) Definitions shall be equally applicable to both nouns and verbs and the singular and plural forms of the terms defined;
- (ii) Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms;
- (iii) All references herein to Sections, and Exhibits shall be deemed to be references to Sections of, and Exhibits to, this Agreement unless the context shall otherwise require;
- (iv) All Exhibits attached hereto shall be deemed incorporated herein as if set forth in full herein;
- (v) The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation";
- (vi) All references to a Person in a particular capacity shall refer to such Person in such capacity and not in any other capacity;
- (vii) All accounting terms not defined in this Agreement shall have the meanings determined by United States generally accepted accounting principles as in effect from time to time;
- (viii) The words "hereof", "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement;
- (ix) The terms "Dollars" and "\$" mean U.S. Dollars, the lawful currency of the United States of America;

(x) With respect to the determination of any period of time, the word “from” means “from and including” and the words “to” and “until” each means “to but excluding”;

(xi) The word “or” shall be disjunctive but not exclusive.

(xii) References to a Person are also to its permitted successors and permitted assigns; provided, that nothing contained in this Section 22(a) is intended to authorize any assignment or transfer not otherwise permitted by this Agreement;

(xiii) The word “will” shall be deemed to have the same meaning as the word “shall”;

(xiv) Any statute defined or referred to herein or in any agreement or instrument that is referred to herein means such statute as from time to time amended, modified, supplemented or restated, including by succession of comparable successor statutes;

(xv) Any agreement or instrument defined or referred to herein or in any agreement or instrument that is referred to herein means such agreement or instrument as from time to time amended, modified, supplemented or restated, including by waiver or consent, and references to all attachments thereto and instruments incorporated therein, but in the case of each of the foregoing, only to the extent that such amendment, modification, supplement, restatement, waiver or consent is effected in accordance with the terms and conditions thereof; and

(xvi) The table of contents, headings, subheadings and captions contained in this Agreement are included for convenience of reference only, and in no way define, limit or describe the scope of this Agreement or the intent of any provision hereof.

(b) *No Presumption.* With regard to each and every term and condition of this Agreement, the parties hereto understand and agree that the same have or has been mutually negotiated, prepared and drafted, and if at any time the parties hereto desire or are required to interpret or construe any such term or condition, no consideration will be given to the issue of which party hereto actually prepared, drafted or requested any term or condition of this Agreement.

(c) *Notices.* All notices, requests, demands, consents, instructions or other communications required or permitted hereunder shall be in writing and emailed, mailed, or delivered to each party as follows (or at such other postal address or email address as the such party shall have furnished to each other party in accordance with this Section 22(c)):

(i) if to any Holder, at such Holder’s postal address or email address set forth on such Holder’s signature page hereto, or at such other postal address or email address as such Holder shall have furnished the Company;

(ii) if to the Investor:

Cavendish LLC
[***]

with a copy (which shall not constitute notice) to:

[***]

(iii) if to the Company:

Harley-Davidson Financial Services, Inc.

[***]

with a copy (which shall not constitute notice) to:

[***]

All such notices and communications will be deemed effectively given the earlier of (i) when received, (ii) when delivered personally, (iii) one (1) Business Day after being delivered by email (with receipt of appropriate confirmation), (iv) one (1) Business Day after being deposited with an overnight courier service of recognized standing or (v) four (4) days after being deposited in the U.S. mail, first class with postage prepaid. With respect to any notice given by the Company under any provision of the DGCL or the Certificate of Incorporation or the Bylaws, each Holder agrees that such notice may be given by email. In the event of any conflict between the Company's books and records and this Agreement or any notice delivered hereunder, the Company's books and records will control absent fraud or error. Each Holder hereby agrees and consents to receive notices by the Company of any stockholders meetings (including any notices required under the Bylaws) by email.

(d) *Successors and Assigns.* The provisions of this Agreement shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto and is not intended to confer any rights, benefits or remedies, obligations or liabilities upon, and shall not be enforceable by, any other Person. Except as otherwise expressly provided herein, no Holder may assign any of its respective rights or delegate any of its respective obligations under this Agreement without the prior written consent of the other parties hereto, and any attempted assignment or delegation in violation of the foregoing shall be null and void; provided, that each Holder may assign, charge or otherwise grant security over all of any of its rights under this Agreement to any of its or its Affiliates, lenders and their assignees or transferees from time to time; provided, further that in the case of the prior proviso, such assignments will not relieve Holder of any of its obligations under this Agreement. The Company shall not permit the transfer of any Shares on its books or issue a new certificate representing any transferred Shares unless and until the Person to whom such security is to be transferred shall have executed a written agreement pursuant to which such Person becomes a party to this Agreement and agrees to be bound by all the provisions hereof as if such Person were a Holder, and upon delivery of such written agreement to the Company and compliance with all other terms and conditions of this Agreement, such Person shall be deemed a Holder hereunder.

(e) *Governing Law.* This Agreement shall be governed in all respects by and construed in accordance with the Laws of the State of Delaware without regard to principles of conflicts of law would result in the application of the Laws of any other jurisdiction.

(f) *Dispute Resolution.* [***]

(g) *Waiver of Jury Trial.* THE PARTIES HERETO KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EACH HAS OR MAY HAVE TO A TRIAL BY JURY WITH RESPECT OF ANY LITIGATION BROUGHT BY ANY PARTY BASED ON ANY RIGHT, OBLIGATION, TERM OR COVENANT UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF EITHER PARTY AND THEIR RESPECTIVE OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES OR AGENTS IN CONNECTION WITH THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

(h) *Further Assurances.* Each party hereto agrees to execute and deliver, by the proper exercise of its corporate, limited liability company, partnership or other powers, all such other and additional instruments and documents and so all such other acts and things as may be necessary to more fully effectuate this Agreement.

(i) *Entire Agreement.* This Agreement and the other Transaction Documents (as defined in the Purchase Agreement) and the exhibits and schedules hereto and thereto constitute the full and entire understanding and agreement between the parties with regard to the subjects hereof. No party hereto shall be liable or bound to any other party in any manner with regard to the subjects hereof or thereof by any warranties, representations or covenants except as specifically set forth herein or therein.

(j) *Not a Voting Trust; Related Matters.* This Agreement is not a voting trust governed by Section 218 of the DGCL and should not be interpreted as such. Each Holder shall not, and shall not permit any entity under Holder's control to (i) deposit any Shares or any interest in any Shares in a voting trust, voting agreement or similar agreement, (ii) grant any proxies, consent or power of attorney or other authorization or consent with respect to any of the Shares or (iii) subject any of the Shares to any arrangement with respect to the voting of the Shares, in each case, that conflicts with or prevents the implementation of this Agreement.

(k) *Specific Performance.* It is hereby agreed and acknowledged that it will be impossible to measure in money the damages that would be suffered if the parties fail to comply with any of the obligations herein imposed on them and that, in the event of any such failure, an aggrieved other party will be irreparably damaged and will not have an adequate remedy at Law. Any such party shall, therefore, be entitled (in addition to any other remedy to which such party may be entitled at Law or in equity) to injunctive relief, including specific performance, to enforce such obligations, without the posting of any bond and if any action should be brought in equity to enforce any of the provisions of this Agreement, none of the parties shall raise the defense that there is an adequate remedy at Law.

(l) *Amendment.* Except as expressly provided herein, neither this Agreement nor any term hereof may be amended, waived, discharged or terminated other than by a written instrument referencing this Agreement and signed by (i) the Company and (ii) Parent. Notwithstanding the foregoing, (i) any provision hereof may be waived by any waiving party on such party's own behalf, without the consent of any other party, and any such waivers provided prior to the Effective Date shall be deemed valid and in full force and effect; and (ii) the provisions of Sections 3(a), 3(e), 3(h), 4, 5, 6, 7, 8, 9, 10, 11, 15 and 22 (and any definitions related thereto), with respect a Holder, may not be amended or waived, discharged or terminated without the consent of such Holder. Notwithstanding the foregoing, any amendment, termination or waiver (x) to this Agreement that disproportionately affects in any material and adverse manner a particular Holder relative to the other Holders will require such Holder's prior consent and (y) of this sentence shall require, in addition to the consent otherwise required pursuant to this Section 22(l), to the extent that such amendment, termination or waiver of this sentence would disproportionately treat in any material and adverse manner a particular Holder relative to the other Holders, the consent of such Holder; provided that, in the case of each of the foregoing clause (x) and (y), whether an effect is disproportionate, material or adverse shall be based on a facial reading of such amendment, termination or waiver and not take into account any extrinsic characteristics of such Holder (including, but not limited to tax characteristics).

(m) *No Waiver.* The failure or delay by a party to enforce any provision of this Agreement will not in any way be construed as a waiver of any such provision or prevent that party from thereafter enforcing any other provision of this Agreement. The rights granted all parties hereunder are cumulative and will not constitute a waiver of any party's right to assert any other legal remedy available to it. Notwithstanding the foregoing or any other provision hereof, each Investor hereby waives its right to enforce any provision of this Agreement against any other party to this Agreement unless such provision relates to a restriction set forth in 12 C.F.R. § 225.9(b)(1)-(8), such that enforcement of such provision would not cause such Investor to control the securities of any other party to this Agreement thereunder, or under any successor regulation or amendment thereto.

(n) *Severability.* Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Agreement is held by any court of competent jurisdiction to be invalid, illegal or unenforceable in any respect under any applicable Law in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or the effectiveness or validity of any provision in any other jurisdiction, and this Agreement shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein or if such term or provision could be drawn more narrowly so as not to be illegal, invalid or unenforceable in such jurisdiction, it shall be deemed so narrowly drawn, as to such jurisdiction, without invalidating the remaining terms and provisions of this Agreement or affecting the legality, validity or enforceability of such term or provision in any other jurisdiction.

(o) *Counterparts.* This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same agreement. Facsimile copies of signed signature pages will be deemed binding originals.

(p) *Several Liability of Holder.* Each representation, warranty, covenant and agreement of the Holders hereunder is made on a several, and not joint or joint and several, basis. No Holder shall be liable for any other Holder's breach of this Agreement.

(q) *Expenses.* Except as set forth in Section 3(g), all costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such cost or expense.

(r) *No Recourse.* This Agreement may only be enforced against, and any claims or cause of action that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement may only be made against the Persons expressly identified as parties hereto and no past, present or future Affiliate, director, officer, employee, incorporator, member, manager, partner, stockholder, controlling person, fiduciary, agent, attorney or representative of any party hereto, or any past, present or future Affiliate, director, officer, employee, incorporator, member, manager, partner, stockholder, controlling person, fiduciary, agent, attorney or representative of any of the foregoing shall have any liability for any obligations or liabilities of the parties to this Agreement or for any claim based on, in respect of, or by reason of, the transactions contemplated hereby.

(Signature Pages Follow)

The parties have executed this Stockholders Agreement as of the Effective Date.

COMPANY:

HARLEY-DAVIDSON FINANCIAL SERVICES, INC.,
a Delaware corporation

By: /s/ David Viney
Name: David Viney
Title: Vice President & Treasurer

HOLDERS:

HARLEY-DAVIDSON, INC.,
a Wisconsin corporation

By: /s/ Jonathan R. Root
Name: Jonathan R. Root
Title: Chief Financial Officer and President, Commercial

[Signature Page to the Stockholders Agreement (PIMCO)]

INVESTORS:

[***]

By: [***]
Name: [***]
Title: [***]

[***]

By: [***]
Name: [***]
Title: [***]

[***]

By: [***]
Name: [***]
Title: [***]

[***]

By: [***]
Name: [***]
Title: [***]

[***]

By: [***]
Name: [***]
Title: [***]

[***]

By: [***]
Name: [***]
Title: [***]

HARLEY-DAVIDSON, INC. SUBSIDIARIES

Name	Jurisdiction of Incorporation
Harley-Davidson Motor Company, Inc.	Wisconsin
Harley-Davidson Museum, LLC	Wisconsin
Harley-Davidson Retail, LLC	Wisconsin
HDWA, LLC	Wisconsin
HDWA, LLC Trust	Wisconsin
ElectricSoul, LLC	Delaware
AEA-Bridges Impact Corp.	Delaware
LiveWire EV, LLC	Delaware
LiveWire Motorcycles Canada, Inc.	Canada
LiveWire U.K. Ltd.	United Kingdom
LiveWire Group, Inc.	Delaware
LiveWire Netherlands BV	Netherlands
LiveWire France SAS	France
Livewire Germany GMBH	Germany
LiveWire Switzerland GmbH	Switzerland
StaCyc, LLC	Delaware
LiveWire Labs, LLC	Wisconsin
H-D International Holding Co., Inc.	Wisconsin
Harley-Davidson Holding Co., Inc.	Delaware
Harley-Davidson Benelux B.V.	Netherlands
Harley-Davidson Retail B.V.	Netherlands
Harley-Davidson Holland Operations B.V.	Netherlands
Harley-Davidson France SAS	France
Harley-Davidson Germany GmbH	Germany
Harley-Davidson Italia S.r.l.	Italy
Harley-Davidson Japan KK	Japan
Harley-Davidson Europe Ltd.	United Kingdom
Harley-Davidson do Brazil Ltda.	Brazil
Harley-Davidson Australia Pty. Limited	Australia
Harley-Davidson (Shanghai) Commercial and Trading Co., Ltd.	China
H-D Hong Kong Ltd.	Hong Kong
Harley-Davidson España S.L.	Spain
Harley-Davidson Switzerland GmbH	Switzerland
Harley-Davidson De Mexico, S. De R.L. De C.V.	Mexico
Harley-Davidson Africa (Pty) Ltd.	Africa
Harley-Davidson Asia Pacific Pte. Ltd.	Singapore
Harley-Davidson Central and Eastern Europe s.r.o.	Czech Republic
H-D Motor Company India Private Limited	India
Harley-Davidson Austria GmbH	Austria
Harley-Davidson Russia LLC	Russia
Harley-Davidson MENA DMCC	Dubai
Harley-Davidson South East Europe Single Member E.P.E.	Greece
Harley-Davidson (Thailand) Company Limited	Thailand
HDMC (Thailand) Limited	Thailand

Name	Jurisdiction of Incorporation
H-D Motor (Thailand) Limited	Thailand
H-D Motorcycle (Thailand) Limited	Thailand
Harley-Davidson Indonesia PT	Indonesia
Harley-Davidson Canada GP Inc.	Canada
Harley-Davidson Canada Inc.	Canada
Harley-Davidson Financial Services, Inc.	Delaware
Harley-Davidson Insurance Services, Inc.	Nevada
Harley-Davidson Credit Corp.	Nevada
Harley-Davidson Insurance Services of Illinois, Inc.	Illinois
Harley-Davidson Customer Funding Corp	Nevada
Harley-Davidson Motorcycle Trust 2020-M	Delaware
Harley-Davidson Motorcycle Trust 2022-A	Delaware
Harley-Davidson Motorcycle Trust 2023-A	Delaware
Harley-Davidson Motorcycle Trust 2023-B	Delaware
Harley-Davidson Motorcycle Trust 2024-A	Delaware
Harley-Davidson Motorcycle Trust 2024-B	Delaware
Harley-Davidson Motorcycle Trust 2025-A	Delaware
Eaglemark Savings Bank	Nevada
Eaglemark Insurance Company Ltd.	Bermuda
Harley-Davidson Leasing, Inc.	Nevada
Harley-Davidson Warehouse Funding Corp.	Nevada
Harley-Davidson Financial Services International, Inc.	Delaware
Harley-Davidson Financial Services Europe Limited	United Kingdom
Harley-Davidson Financial Services Canada, Inc.	Canada
Mavrider Services Private Limited	India

Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in the following Registration Statements:

- (1) Registration Statement (Form S-8 No. 333-51741) pertaining to the Harley-Davidson, Inc. 1998 Director Stock Plan,
- (2) Registration Statement (Form S-8 No. 333-123405) pertaining to the Harley-Davidson, Inc. 2004 Incentive Stock Plan,
- (3) Registration Statement (Form S-8 No. 333-166549) pertaining to the Harley-Davidson, Inc. 2009 Incentive Stock Plan,
- (4) Registration Statement (Form S-8 No. 333-181761) of Harley-Davidson, Inc. pertaining to the Harley-Davidson Retirement Savings Plan for Salaried Employees, the Harley-Davidson Retirement Savings Plan for Milwaukee and Tomahawk Hourly Bargaining Unit Employees, the Harley-Davidson Retirement Savings Plan for Kansas City Hourly Bargaining Unit Employees, and the Harley-Davidson Retirement Savings Plan for York Hourly Bargaining Unit Employees,
- (5) Registration Statement (Form S-8 No. 333-199972) pertaining to the Harley-Davidson, Inc. 2014 Incentive Stock Plan,
- (6) Registration Statement (Form S-8 No. 333-231340) of Harley-Davidson, Inc. pertaining to the Harley-Davidson Retirement Savings Plan for Salaried Employees, the Harley-Davidson Retirement Savings Plan for Milwaukee and Tomahawk Hourly Bargaining Unit Employees, the Harley-Davidson Retirement Savings Plan for Kansas City Hourly Bargaining Unit Employees, and the Harley-Davidson Retirement Savings Plan for York Hourly Bargaining Unit Employees,
- (7) Registration Statement (Form S-3 No. 333-238110) of Harley-Davidson, Inc. and the related Prospectus,
- (8) Registration Statement (Form S-8 No. 333-263074) pertaining to the Harley-Davidson, Inc. 2020 Incentive Stock Plan,
- (9) Registration Statement (Form S-8 No. 333-275453) pertaining to the Harley-Davidson, Inc. 2020 Incentive Stock Plan Amendment,
- (10) Registration Statement (Form S-8 No. 333-275454) pertaining to the Harley-Davidson, Inc. Aspirational Incentive Plan,
- (11) Registration Statement (Form S-3 No. 333-275462) of Harley-Davidson, Inc. and the related Prospectus, and
- (12) Registration Statement (Form S-3ASR No. 333-275544) of Harley-Davidson, Inc. and the related Prospectus;

of our reports dated February 26, 2026, with respect to the consolidated financial statements and schedule of Harley-Davidson, Inc. and the effectiveness of internal control over financial reporting of Harley-Davidson, Inc. included in this Annual Report (Form 10-K) of Harley-Davidson, Inc. for the year ended December 31, 2025.

/s/ Ernst & Young LLP
 Milwaukee, Wisconsin
 February 26, 2026

Chief Executive Officer Certification
Pursuant to Rule 13a-14(a) under the Securities Exchange Act of 1934

I, Artie Starrs, certify that:

1. I have reviewed this annual report on Form 10-K of Harley-Davidson, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth quarter in case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors:
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 26, 2026

/s/ Artie Starrs

Artie Starrs

President and Chief Executive Officer

Chief Financial Officer Certification
Pursuant to Rule 13a-14(a) under the Securities Exchange Act of 1934

I, Jonathan R. Root, certify that:

1. I have reviewed this annual report on Form 10-K of Harley-Davidson, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth quarter in case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of registrant's board of directors:
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 26, 2026

/s/ Jonathan R. Root

Jonathan R. Root

Chief Financial Officer and Chief Commercial Officer

Written Statement of the Chief Executive Officer and Chief Financial Officer
Pursuant to 18 U.S.C. sec. 1350

Solely for the purpose of complying with 18 U.S.C. §1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, we, the undersigned President and Chief Executive Officer and the Chief Financial Officer and Chief Commercial Officer of Harley-Davidson, Inc. (the "Company"), hereby certify, based on our knowledge, that the Annual Report on Form 10-K of the Company for the year ended December 31, 2025 (the "Report") fully complies with the requirements of Section 13(a) of the Securities Exchange Act of 1934 and that information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: February 26, 2026

/s/ Artie Starrs

Artie Starrs

President and Chief Executive Officer

/s/ Jonathan R. Root

Jonathan R. Root

Chief Financial Officer and Chief Commercial Officer

Exhibit 97

WHY THIS IS IMPORTANT

To comply with the U.S. Securities and Exchange Commission (SEC) clawback rules and disclosure requirements, Harley-Davidson may be required to recover certain compensation paid to certain employees and independent contractors. This Policy ensures that in the event of an Accounting Restatement due to material noncompliance with financial reporting requirements, the Company (Harley-Davidson, Inc.) can recover excessive Incentive-Based Compensation received by certain Covered Officers as required by the SEC.

Additionally, if the Criminal Division of the United States Department of Justice (the “DOJ”) decides to enter into criminal resolutions with the Company, the Company has the right, but not the obligation, to recover from a Culpable Individual the Recoupment Amount.

This Policy applies to all employees, including Covered Officers, of Harley-Davidson. This Policy shall be administered and interpreted, and may be amended from time to time, by the Company’s Board of Directors (“Board”) or any committee to which the Board may lawfully delegate its authority.

HOW WE DO IT

The triggering event for a clawback is an Accounting Restatement resulting from material noncompliance with financial reporting requirements, either due to misconduct or error.

If the Company is required to prepare an Accounting Restatement, the Company shall promptly recover the amount of Erroneously Awarded Compensation. The Company will calculate the recoverable amount for each covered individual based on the excess Incentive-Based Compensation received.

In addition to any other actions permitted by law or contract, the Company may take any or all of the following actions to recover any Erroneously Awarded Compensation and any Recoupment Amount: (a) require the Covered Officer or Culpable Individual to repay such amount; (b) offset such amount from any other compensation owed by the Company or any of its affiliates to the Covered Officer or Culpable Individual, regardless of whether the contract or other documentation governing such other compensation specifically permits or specifically prohibits such offsets; and (c) subject to maintaining compliance with regulations for tax-qualified retirement plans, to the extent the Erroneously Awarded Compensation or the Recoupment Amount was deferred into a plan of deferred compensation, whether or not qualified, forfeit such amount (as well as the earnings on such amounts) from the Covered Officer’s or Culpable Individual’s balance in such plan, regardless of whether the plan specifically permits or specifically prohibits such forfeiture.

If the Erroneously Awarded Compensation or Recoupment Amount consists of shares of the Company’s common stock, and the Covered Officer or Culpable Individual still owns such shares, then the Company may satisfy its recovery obligations by requiring the Covered Officer or Culpable Individual to transfer such shares back to the Company.

Any right to recovery under this Policy shall be in addition to, and not in lieu of, any other rights of recovery that may be available to the Company.

WE DO NOT:

- a. Recover Erroneously Awarded Compensation where the Company’s Human Resources Committee of the Board of Directors decides that recovery would be impracticable and one of the following conditions has been satisfied:
-

- i. After making a reasonable attempt to recover Erroneously Awarded Compensation, which efforts are documented and provided to the national exchange, the direct expense paid to a third party to assist in enforcing this Policy would exceed the amount to be recovered.
 - ii. Recovery would violate the laws of the country where a subsidiary of the Company is incorporated that were adopted prior to November 28, 2022, based upon an opinion from counsel located in the applicable jurisdiction.
 - iii. Recovery would likely cause an otherwise tax-qualified retirement plan that is broadly available to employees of the Company to fail to meet the requirements of 26 U.S.C. 401(a)(13) or 26 U.S.C. 411(a) and related regulations.
- b. Indemnify Covered Officers or Culpable Individuals for loss of Erroneously Awarded Compensation or any Recoupment Amount.

WE DO:

- a. Comply with SEC requirements for listed issuers of securities and related disclosure requirements.
- b. File all disclosures with respect to this Policy in accordance with the requirements of the Federal securities laws, including disclosure required by SEC regulations.
- c. Maintain documentation of the determination of any reasonable estimates required for Recalculated Compensation and provide such documentation to the SEC or national exchange, as required.

HAVE A QUESTION?

If you have any questions relating to this policy, please contact the Legal Department.

WHERE THE RUBBER MEETS THE ROAD

Q. What types of compensation are subject to recovery under the Policy?

A. This Policy applies to excess Incentive-Based Compensation received by Covered Officers. This includes certain bonuses, performance stock options, and other equity-based awards that were granted or vested during the three fiscal years preceding an Accounting Restatement.

Q. When is Incentive-Based Compensation deemed “received”?

A. Incentive-Based Compensation is deemed “received” in the Company’s fiscal period during which the financial reporting measure specified in the Incentive-Based Compensation award is attained, even if the payment or grant of the incentive-based compensation occurs after the end of that period.

Q. Is the Company required to seek recovery of Erroneously Awarded Compensation?

A. Yes, the Company must take steps towards recovery promptly, with limited exceptions.

DEFINITIONS

Accounting Restatement refers to any accounting restatement required due to material noncompliance of the Company with any financial reporting requirement under securities law.

Covered Officer means Harley-Davidson's CEO, CFO, Controller, any employee at a level equivalent to vice-president or higher in charge of a principal business unit, division, or function, and any person who performs significant policy-making functions.

Culpable Individual means any employee of the Company, including any subsidiary, who engaged in misconduct under investigation by the DOJ or any person who had both supervisory authority over the employee(s) or business area engaged in the misconduct and knew of, or were willfully blind to, the misconduct.

Erroneously Awarded Compensation is the amount of Incentive-Based Compensation received by a Covered Officer during a Recovery Period where they served as a Covered Officer while the Company had a class of securities listed on a national exchange that exceeds the amount of Incentive-Based Compensation that otherwise would have been received had it been determined based on the restated amounts, computed pre-tax.

Incentive-Based Compensation means any compensation that is granted, earned, or vested based wholly or in part upon the attainment of a financial reporting measure.

Recalculated Compensation is the amount of Incentive-Based Compensation that would have been received based on the restated amounts in an Accounting Restatement, excluding any taxes paid. For Incentive-Based Compensation based on stock price or total shareholder return, the amount of the Recalculated Compensation must be based on a reasonable estimate of the effect of the Accounting Restatement on the stock price or total shareholder return on the compensation received.

Recoupment Amount means the gross amount of all compensation, in any form (including but not limited to shares of common stock of the Company or deferred compensation, whether or not such deferral was made at the election of such individual), excluding base salary or base fees paid to a Culpable Individual during the period of misconduct as determined by the DOJ or reflected in a resolution between the DOJ and the Company, up to the amount of the applicable fine imposed on the Company by the DOJ with respect to such misconduct.

Recovery Period is the three completed fiscal years of the Company immediately preceding the date the Company is required to prepare an Accounting Restatement. The Company is "required to prepare an Accounting Restatement" on the earlier of: (i) the date the Company's Board of Directors, an authorized Committee, of the Company's Board of Directors, or the Company's authorized officers conclude, or reasonably should have concluded, that the Company is required to prepare an Accounting Restatement, or (ii) the date a court or legally authorized body directs the Company to prepare an Accounting Restatement.